



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: May 4, 2011

Time: Closed Session 5:30 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl, City Clerk
Telephone: (209) 333-6702

6:55 p.m. Invocation/Call to Civic Responsibility. Invocations/Calls may be offered by any of the various religious and non-religious organizations within and around the City of Lodi. These are voluntary offerings of private citizens, to and for the benefit of the Council. The views or beliefs expressed by the Speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the beliefs or views of any speaker.

***NOTE:** All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.*

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Conference with Dean Gualco, Human Resources Manager (Labor Negotiator), Regarding Unrepresented Executive Management, Lodi City Mid-Management Association, Unrepresented Confidential Employees, AFSCME General Services and Maintenance & Operators, Police Mid-Managers, Lodi Police Officers Association, Lodi Police Dispatchers Association, International Brotherhood of Electrical Workers, Fire Mid-Managers, and Lodi Professional Firefighters Pursuant to Government Code §54957.6

C-3 Adjourn to Closed Session

NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll call

B. Presentations

- B-1 National Military Appreciation Month Proclamation
- B-2 National Letter Carrier Food Drive Day Proclamation
- B-3 Peace Officer Memorial Month Proclamation (PD)
- B-4 National Public Works Week Proclamation (PW)
- B-5 Bike to Work Day Proclamation (PW)
- B-6 Presentation of Proclamation Recognizing Preparation of Plans and Specifications for Grape Bowl Americans with Disabilities Act Improvement Project by University of Pacific Students (PW)
- B-7 Presentation Regarding Youth Energy Summit (EUD)

C. Consent Calendar (Reading; Comments by the Public; Council Action)

- C-1 Receive Register of Claims in the Amount of \$2,714,643.67 (FIN)
- C-2 Approve Minutes (CLK)
 - a) April 19, 2011 (Shirtsleeve Session)

- C-3 Accept the Quarterly Investment Report as Required by Government Code Section 53646 and the City of Lodi Investment Policy (CM)
- C-4 Accept Quarterly Report of Purchases Between \$5,000 and \$20,000 (CM)
- Res. C-5 Adopt Resolution Authorizing the City Manager to Execute Contract for Standby Generator Maintenance and Repair with Holt of California, of West Sacramento (\$35,710) (PW)
- Res. C-6 Adopt Resolution Authorizing the City Manager to Execute Contract for Purchase and Installation of Energy Management System with Sole Supplier, L & H Airco, of Roseville (\$137,000), and Execute Customer Support Agreement for Maintenance of City Heating, Ventilation, and Air Conditioning Systems at Multiple City Facilities with L & H Airco, of Roseville (\$14,255) (PW)

D. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

E. Comments by the City Council Members on Non-Agenda Items

F. Comments by the City Manager on Non-Agenda Items

G. Public Hearings – None

H. Communications

- H-1 Post for Expiring Terms on the Library Board of Trustees, Lodi Arts Commission, and Planning Commission (CLK)

I. Regular Calendar

- I-1 Authorize Staff to Modify Compensation for Council Appointees, Executive Management, and Confidential Employees and Accept Concession Proposal from the International Brotherhood of Electrical Workers Bargaining Group (CM)

J. Ordinances – None

K. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: National Military Appreciation Month Proclamation

MEETING DATE: May 4, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Johnson present a proclamation proclaiming the period of May 1 – June 14, 2011, as “National Military Appreciation Month” in the City of Lodi.

BACKGROUND INFORMATION: The Mayor has been requested to present a proclamation proclaiming the period of May 1 – June 14, 2011, as “National Military Appreciation Month” in the City of Lodi. Shelline Klingenfuss, representing the El Toyon Chapter of the Daughters of the American Revolution, will be at the meeting to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: National Letter Carrier Food Drive Day Proclamation

MEETING DATE: May 4, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Mayor Johnson present a proclamation proclaiming Saturday, May 14, 2011, as "National Letter Carrier Food Drive Day" in the City of Lodi.

BACKGROUND INFORMATION: The Mayor has been requested to present a proclamation proclaiming Saturday, May 14, 2011, as "National Letter Carrier Food Drive Day" in the City of Lodi. Robert Lombana with the Lodi Post Office will be at the meeting to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

APPROVED: _____
Konradt Bartlam, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Proclaim the Month of May 2011 as Peace Officer Memorial Month throughout the City of Lodi

MEETING DATE: May 4, 2011

PREPARED BY: Interim Chief of Police

RECOMMENDED ACTION: Proclaim the month of May 2011 as Peace Officer Memorial Month throughout the City of Lodi.

BACKGROUND INFORMATION: The Lodi Police Department requests the Council make this proclamation in keeping with such tributes at the state and national level. This year, the week of May 15 through May 21 is designated National Police Week, while May 2 is the date of the California Peace Officer Memorial Ceremony. These ceremonies are held annually to honor the memory of over 18,585 law enforcement officers who have lost their lives in the line of duty throughout the United States. Of the 160 line-of-duty deaths in 2010, California's loss was 11 officers.

On Monday, May 2, the Lodi Police Honor Guard will participate in the California Peace Officers' Memorial Enrollment Ceremony in Sacramento. Members of the Lodi Police Department, led by its Honor Guard, will hold a ceremony early the morning of Wednesday, May 11 at the gravesite of Officer Rick Cromwell (5/7/63 – 12/9/98), the only Lodi police officer killed in the line of duty. The group will then participate in the Stockton Police Officers Association's Memorial Services honoring fallen law enforcement officers from throughout San Joaquin County.

An inscription at the California State Memorial reads: "Go, stranger, and tell the (people) that we lie here in obedience to their laws." We urge the City Council to join in this message, honoring our fallen peace officers.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

Ray Samuels
Interim Chief of Police

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Presentation of Proclamation Proclaiming the Week of May 15 – 21, 2011 as “National Public Works Week” in Lodi

MEETING DATE: May 4, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Presentation of proclamation proclaiming the week of May 15 - 21, 2011, as “National Public Works Week” in Lodi.

BACKGROUND INFORMATION: Public Works Week is a national event to educate the public on how important the contribution of Public Works is to their daily lives. This year’s theme is “Public Works: Serving you and your community.” National Public Works Week calls attention to the importance of

Public Works in community life and seeks to enhance the prestige of the often-unsung heroes of our society – the professionals who serve the public good every day with quiet dedication. These unsung heroes are the men and women in Public Works who plan, design, build, and maintain our water, wastewater, drainage and street systems, City buildings, and fleet; who are responsible for the City’s transit and solid waste services; who play a role in the quality of life in our community; and who are helping to move life forward.

A representative of the Public Works Department will be present to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst

FWS/RAY/pmf

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Presentation of Proclamation Proclaiming May 16, 2011, as "Bike to Work Day" in Lodi

MEETING DATE: May 4, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Presentation of proclamation proclaiming May 16, 2011, as "Bike to Work Day" in Lodi.

BACKGROUND INFORMATION: National Bike to Work Week is a call to action for commuters to try bicycling to work rather than driving for their health and for improved air quality and reduced congestion on roadways. On Monday, May 16, 2011, Commute Connection is partnering with the Lodi Police Department, San Joaquin Valley Air Pollution Control District, and REI to host a Bike to Work Day Maintenance and Safety Clinic at Lodi's Postal Plaza from 11:00 a.m. to 2:00 p.m. In honor of this event, a Bike to Work Day has been established for the City of Lodi.

A representative from the San Joaquin Council of Governments will be present to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Julia Tyack, Transportation Planner

FWS/JMT/pmf

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Presentation of Proclamation Recognizing Preparation of Plans and Specifications for Grape Bowl ADA Improvement Project by University of Pacific Students

MEETING DATE: May 4, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Presentation of proclamation recognizing preparation of plans and specifications for Grape Bowl ADA improvement project by University of Pacific students.

BACKGROUND INFORMATION: On January 5, 2011, the City Council approved the selection of phased improvement Option Three for modifications to the Grape Bowl Stadium, bringing it into compliance with the Americans with Disabilities Act (ADA) requirements. On February 16, 2011, the City Council approved the amended Americans with Disabilities Act Transition Plan.

In November 2010, three University of the Pacific students, Shannon Barcal, Margaret Wild, and Matthew Lemmon, approached the City requesting ideas for a project within the City that might satisfy requirements of their civil design course. This course's curriculum, available to seniors only, requires that teams be formed to perform the design, prepare plans, and write specifications for the selected project. The selected project was the Grape Bowl Stadium ADA Improvements Project Option Three – Phase 1.

In January 2011, work on the project commenced with a completion deadline of April 29, 2011. The project team quickly completed the preliminary design and moved on to preparation of final plans and specifications. The grading plans were completed by April 2011 and facilitated the acceleration of grading to provide fill material for the City's Surface Water Treatment Plant project.

This senior project saved the City significant design costs (estimated to be \$100,000), accelerated the completion of the plans and specifications (estimated to be three to six months) and saved the City the cost of tree removal, demolition, and dirt removal by partnering with the water plant project (estimated to be \$250,000).

FISCAL IMPACT: None for the proclamation but recognition that these students saved Lodi citizens more than \$100,000 in design costs for the Grape Bowl.

FUNDING AVAILABLE: Limited funds for the Grape Bowl leveraged to advance this important community project.

F. Wally Sandelin
Public Works Director

FWS/pmf

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation: Youth Energy Summit

MEETING DATE: May 4, 2011

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: None required.

BACKGROUND INFORMATION: Earlier this year, Lodi Electric Utility, in partnership with the LegiSchool Project of California State University, Sacramento, Roseville Electric Utility, and the Sacramento Municipal Utility District, sponsored the third annual Youth Energy Summit (YES). The event introduced high school juniors and seniors to energy innovations, legislation regarding renewable and sustainable energy, careers in the utility and “green” profession, alternative-fueled vehicles, and other related topics during a two-day training session in Sacramento held in late January.

Once the students and their team mentors completed the two-day training session, they returned to their respective communities (Lodi, Roseville and Sacramento city/county area) and developed a community service learning project. The teams of students and their adult mentors then returned to the grounds of the State Capitol on April 29th and presented their service learning project to a panel of judges. Over a dozen student teams participated in the contest, all vying for college scholarships, ranging from \$200 per team member to \$1,200 per team member. A total of five teams received various scholarship funds.

For the third year, Lodi High School participated in the Youth Energy Summit. Lodi Electric Utility recognizes the local students who participated and thank them for their dedication to California and America’s energy future. They are: Tera Danero, Xochitl Mellor, Kate Ozminkowski, Dipa Patel, and Michelle Valdivia, with their adult mentor, Lodi High School teacher Dave Greulich.

FISCAL IMPACT: Not applicable

FUNDING: None

Elizabeth A. Kirkley
Electric Utility Director

Prepared By: Rob Lechner, Mgr. Customer Service & Programs
EK/RSL/1st

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims through April 14, 2011 in the Total Amount of \$2,714,643.67

MEETING DATE: May 4, 2011

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$2,714,643.67.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$2,714,643.67 through 4/14/11. Also attached is Payroll in the amount of \$1,213,419.25.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

As of Thursday	Fund	Name	Accounts Payable Council Report	Page Date Amount	- - -	1 04/15/11
04/14/11	00100	General Fund		1,134,782.58		
	00120	Vehicle Replacement Fund		255.02		
	00123	Info Systems Replacement Fund		15,558.58		
	00160	Electric Utility Fund		39,857.36		
	00161	Utility Outlay Reserve Fund		108.95		
	00164	Public Benefits Fund		29,944.86		
	00166	Solar Surcharge Fund		14,817.00		
	00170	Waste Water Utility Fund		992,245.83		
	00172	Waste Water Capital Reserve		26,220.66		
	00180	Water Utility Fund		18,399.94		
	00181	Water Utility-Capital Outlay		56,725.31		
	00210	Library Fund		11,727.67		
	00234	Local Law Enforce Block Grant		181.43		
	00235	LPD-Public Safety Prog AB 1913		60.87		
	00250	LFD-Federal Grants		64,527.56		
	00260	Internal Service/Equip Maint		35,383.38		
	00270	Employee Benefits		37,102.13		
	00300	General Liabilities		1,315.53		
	00320	Street Fund		2,211.50		
	00321	Gas Tax		2,300.07		
	00325	Measure K Funds		13,608.51		
	00326	IMF Storm Facilities		851.92-		
	00330	RTIF County/COG		23,015.77		
	00332	IMF(Regional) Streets		71,049.47		
	00338	IMF-Regional Transportation		21,045.05		
	00340	Comm Dev Special Rev Fund		1,778.18		
	00345	Community Center		15,901.42		
	00346	Recreation Fund		15,186.28		
	00447	First Time Homebuyers-FTHB		63.00		
	01214	Arts in Public Places		23.74		
	01217	IMF Parks & Rec Facilities		8,519.21		
	01250	Dial-a-Ride/Transportation		7,262.62		
	01410	Expendable Trust		10,760.02		
Sum				2,671,087.58		
	00190	Central Plume		43,556.09		
Sum				43,556.09		
Total Sum				2,714,643.67		

Council Report for Payroll

Page - 1
Date - 04/15/11

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	04/03/11	00100	General Fund	742,674.91
		00160	Electric Utility Fund	164,320.29
		00161	Utility Outlay Reserve Fund	9,600.78
		00164	Public Benefits Fund	3,783.78
		00170	Waste Water Utility Fund	111,684.08
		00180	Water Utility Fund	326.72
		00210	Library Fund	30,657.39
		00235	LPD-Public Safety Prog AB 1913	1,539.60
		00260	Internal Service/Equip Maint	19,826.13
		00321	Gas Tax	33,463.21
		00340	Comm Dev Special Rev Fund	22,608.32
		00345	Community Center	25,955.29
		00346	Recreation Fund	39,932.03
		01250	Dial-a-Ride/Transportation	7,046.72
Pay Period Total:				
Sum				1,213,419.25



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) April 19, 2011 (Shirtsleeve Session)

MEETING DATE: May 4, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) April 19, 2011 (Shirtsleeve Session)

BACKGROUND INFORMATION: Attached is a copy of the subject minutes marked Exhibit A.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, APRIL 19, 2011**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, April 19, 2011, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Katzakian, Council Member Nakanishi, and Mayor Johnson

Absent: Mayor Pro Tempore Mounce

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Development Impact Mitigation Fee Program Update (PW)

City Manager Bartlam briefly introduced the subject matter of the impact mitigation fee program.

Public Works Director Wally Sandelin, Alison Bouley, and Victor Irzyk provided a PowerPoint presentation regarding the Impact Mitigation Fee Program. Specific topics of discussion included the study area, growth forecast, projected citywide residential development, growth forecast for non-residential, fee incentive areas, fee assignment by area, methodology, fees being analyzed, assumptions, fund balance and interfund loans, and financing plan.

In response to Mayor Johnson, Mr. Sandelin stated the projection numbers for residential are based on market conditions and the numbers were agreed upon by staff and members of the building industry.

In response to Council Member Hansen, Mr. Sandelin stated there is less of a demand for high density and apartment complexes. A brief discussion ensued regarding market conditions driving the future numbers of renters versus property owners and the need for the land to be almost free for apartment building construction in order for the numbers to pencil out.

In response to Council Member Hansen, Mr. Bartlam stated development impact fees are charged to build capital projects in that development and the fees have to be charged accordingly.

In response to Mayor Johnson, Mr. Bartlam stated multi-use corridors are a mixed-use designation that run along Kettleman Lane, Cherokee Lane, and Lodi Avenue, which provide greater flexibility for land uses in those areas.

In response to Mayor Johnson, Mr. Sandelin stated a review will be completed every five years, which will allow for staff to catch any slippage of the numbers based on the market.

In response to Mayor Johnson, Mr. Sandelin stated that in the past, while there may have been some tweaks to the impact fee program, there was no formal update.

In response to Mayor Johnson, Mr. Bartlam stated the program is a 20-year program with 5-year updates built into the program, unlike the previous program.

In response to Council Member Nakanishi, Mr. Bartlam stated impact fees include the costs

associated with police and fire facilities such as the fire stations and the new public safety building.

In response to Council Member Hansen, Ms. Bouley stated they are starting with a review of the existing program and its coverage and they will assess the need for reimbursements for old facilities along with construction needs for new facilities.

In response to Mayor Johnson, Ms. Bouley stated the assessments related to the need for new facilities will include parks and general City facilities as well.

In response to Council Member Nakanishi, Mr. Sandelin stated comparisons with other cities in the County will also be provided in the future although they do not necessarily match up because every community is different.

In response to Council Member Hansen, Mr. Sandelin stated the last two development agreements included the creation of Mello-Roos districts to address long-term and ongoing facility needs.

In response to Council Member Nakanishi, Mr. Sandelin stated the community facilities district was created but there has been no residential development in the district to date.

In response to Mayor Johnson, Mr. Sandelin stated the comparison communities were chosen by him and reflect other cities in the County such as Manteca and Tracy.

In response to Council Member Nakanishi, Mr. Bartlam confirmed that a portion of regional transportation needs are also assessed in impact fees as those needs are not completely met by grants and other funding.

In response to Council Member Nakanishi, Mr. Irzyk stated none of the comparable communities are doing an art in public places fund and the City Council will need to decide whether that is a continuing priority in this community.

In response to Council Member Hansen, Mr. Irzyk stated all cities differ in their balances for impact fees because each community's needs differ. Mr. Bartlam stated it is important to assess whether the facilities that were planned 20 years ago were built and if not then how much money is needed to construct those facilities.

In response to Council Member Nakanishi, Mr. Sandelin stated commercial projections include Home Depot, Reynolds Ranch build out, Wal-Mart, and the South Hutchins medical office building.

In response to Council Member Hansen, Mr. Sandelin stated the per acre fee has been in place since 1991 and the commercial calculation is per 1,000 square feet of building space.

A brief discussion ensued between Council Member Hansen, Mr. Bartlam, and Mr. Sandelin regarding the Highway 99 interchange and grade separation projects, the current likelihood of those projects being done in 20 years, and the ability to include them in the 5-year reviews.

In response to Mayor Johnson, Mr. Sandelin stated funding from the San Joaquin Council of Governments for these projects will not be available until after 2018 and the improvements are expected to have a lifetime of 15 to 20 years.

In response to Council Member Hansen, Mr. Sandelin confirmed that the only park constructed by the developer to date has been Century Meadows. He stated developers can build a park for

less than a municipality because they do not have to pay prevailing wages and the bidding environment is different for private developers. Mr. Bartlam confirmed DeBenedetti is a regional City park and some Southwest Gateway Development impact funds should be directed to the same.

Council Member Hansen requested general information regarding how much it costs to live in the City of Lodi with respect to the services provided.

Jeffrey Kirst provided a brief history of the development of the impact fee program and spoke in regard to his concerns about being competitive with other utilities including electrical.

In response to Myrna Wetzel, Mr. Sandelin stated Measure K funds are available for the Highway 99 interchange and grade separation projects.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:05 a.m.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Accept the Quarterly Investment Report as Required by Government Code Section 53646 and the City of Lodi Investment Policy

MEETING DATE: May 4, 2011

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Accept the quarterly investment report as required by Government Code Section 53646 and the City of Lodi Investment Policy.

BACKGROUND INFORMATION: Government Code Section 53646 and the City of Lodi Investment Policy require that local agency treasurers submit a quarterly report on investments to the legislative body of the local agency.

The total of all invested funds as of the quarter ending March 31, 2011 is \$73,658,139.00.

The average annualized return on all invested funds over the quarter has been 0.51 percent.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Jordan Ayers
Treasurer

Attachment

APPROVED: _____
Konradt Bartlam, City Manager

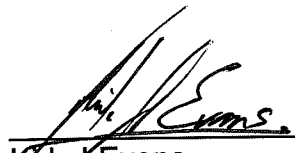


**CITY OF LODI
INTERNAL SERVICES DEPARTMENT
BUDGET DIVISION**

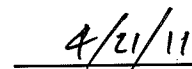
March 31, 2011 INVESTMENT STATEMENT

Local Agency Investment Funds *	84.1% of Portfolio	
Avg. interest earnings as of 03-31-11	0.51%	
LODI	Local Agency Inv Fund (LODI)	37,832,931.82
LPIC	Local Agency Inv Fund (LPIC)	24,123,396.88
	Subtotal LAIF	61,956,328.70
 Certificates of Deposit	 1.0% of Portfolio	
Matures 03/08/2012	Bank of Ag. & Comm. (cost) 0.70% int.	250,000.00
Matures 03/03/2012	UMPQUA Bank (cost) 0.75% int.	250,000.00
Matures 03/18/2012	Central Valley Comm. Bank (cost) 0.85% int.	250,000.00
	Subtotal CD	750,000.00
 Passbook/Checking Accounts	 14.9% of Portfolio	
Farmers & Merchants	demand account - no interest earnings	**1,424,849.95
Farmers & Merchants - Money Mkt.	0.55% interest earnings	3,093,796.69
Farmers & Merchants - Payroll	demand account - no interest earnings	29,292.81
Farmers & Merchants - Central Plume	demand account - no interest earnings	8,396.82
Farmers & Merchants - CP Money Mkt.	0.55% interest earnings	6,395,474.03
	Subtotal P/C Accts	10,951,810.30
	TOTAL	\$73,658,139.00

Based on the approved budget and to the extent the budget is adhered to, liquidity is available, and the City will be able to meet its expenditure requirements for the next six months. This portfolio is in compliance with the City of Lodi Investment Policy.



Kirk J Evans
Management Analyst



Date

* In accordance with the terms of the Local Agency Investment Fund, invested funds may be utilized on the same day if transaction is initiated before 10:00 a.m.

** This amount is a compensating balance required to obtain an earnings credit rate.



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Accept Quarterly Report of Purchases Between \$5,000 and \$20,000

MEETING DATE: May 4, 2011

PREPARED BY: Purchasing Technician

RECOMMENDED ACTION: Accept quarterly report of purchases between \$5,000 and \$20,000.

BACKGROUND INFORMATION: During the first calendar quarter of 2011, the following purchases were awarded. Background information for each purchase is attached as Exhibits A through SS.

Exh.	Date	Contractor	Project	Award Amt.
A	12/7/10	Basic Laboratory	WSWPCF NPDES Waste Characterization	\$16,392.00
B	1/3/11	ERMCO	White Slough Expansion Project	\$7,279.73
C	1/6/11	Emergency Medical Products	Jail Supplies – Gloves	\$5,631.74
D	1/7/11	GovStor	Antivirus Renewal	\$5,540.00
E	1/10/11	One Source Distributors	Electric Inventory	\$5,150.61
F	1/10/11	Dolk Tractor Company	Gearmore 520 Brush Chipper	\$6,742.50
G	1/10/11	MRL Equipment Co., Inc.	Thermoplastic Melting Kettle Purchase	\$12,610.80
H	1/26/11	Emergency Vehicle Solutions	Install Emergency Equipment on Police Unit	\$8,423.30
I	1/26/11	Emergency Vehicle Solutions	Install Emergency Equipment on Police Unit	\$8,557.07
J	1/27/11	Mitchell's Modesto Harley	Replacement of 2006 Harley Davidson	\$9,031.22
K	1/28/11	San Diego Police Equipment	Rifle Ammunition	\$6,241.75
L	2/1/11	One Source Distribution	Electric Inventory	\$5,247.27
M	2/3/11	Power Line Systems Inc.	60kv Line Design	\$5,437.50
N	2/7/11	McFarland Cascade	Electric Inventory	\$10,929.38
O	2/14/11	General Pacific	Electric Inventory	\$6,080.72
P	2/14/11	HD Supply Benicia	Electric Inventory	\$6,229.75
Q	2/14/11	One Source Distributors	Electric Inventory	\$8,069.10
R	2/17/11	LC Action	26 Concealable Vests	\$18,096.00
S	2/22/11	Duncan Press	EUD Newsletter/Bill Stuffer Project	\$8,336.80
T	2/24/11	Test America Irvine	WSWPCF NPDES Permit Monitoring	\$13,942.00
U	3/1/11	Pump Repair Service	Return Activated Sludge Pump Replacement	\$17,823.68
V	3/2/11	C.I. Actuation	Automatic Valve Actuator	\$7,189.81
W	3/9/11	St. Joseph's Occupational Health	Employee Annual Physicals	\$16,100.00
X	3/10/11	GEXPRO	Electric Inventory	\$11,806.99
Y	3/14/11	Casey Printing	City of Lodi-Community Arts Directory, Spring/Summer 2011	\$9,349.23
Z	3/14/11	Platt Electric Supply	Electric Inventory	\$17,060.17
AA	3/15/11	HP Supply-Benicia	Electric Inventory	\$6,878.35
BB	3/15/11	MuniQuip Inc.	White Slough Wemco Pump Repair	\$5,267.23
CC	3/16/11	All Phase Electric Supply	Electric Inventory	\$15,356.49
DD	3/16/11	General Pacific	Electric Inventory	\$6,846.49

APPROVED: _____
Konradt Bartlam, City Manager

EE	3/16/11	Ingersoll Rand	Security Equipment Purchase & Repair	\$7,996.88
FF	3/22/11	WECO Industries, LCC	Closed Circuit Television Software Upgrade	\$17,057.49
GG	3/23/11	Infinity-Micro	Switch Replacements	\$10,609.65
HH	3/24/11	Municipal Maintenance Equipment Co.	FL70 14,000 lb. Jacking Beam	\$12,576.94
II	3/28/11	Lightguard Systems, Inc.	Replace Lightguard Lighted Crosswalk	\$5,342.44
JJ	3/28/11	McFarland Cascade	Electric Inventory	\$8,890.31
KK	3/28/11	One Source Distributors	Electric Inventory	\$6,429.77
LL	3/29/11	T&T Pavement Markings and Products	Purchase of Thermoplastic	\$11,713.74
MM	3/30/11	Motorola	Narrow Band VHF	\$17,584.84
NN	3/30/11	Dell	Server Virtualization	\$9,565.48
OO	3/31/11	CDWG	Server Virtualization	\$6,588.72
PP	3/31/11	WECO Industries, LLC	Closed Circuit Television Software Upgrade	\$17,057.49
QQ	3/31/11	CDWG	Server Virtualization	\$16,906.85
RR	3/31/11	Dell	Server Virtualization	\$9,565.48
SS	3/31/11	Power Monitors Inc.	Power Quality Meter	\$6,881.21

FISCAL IMPACT: Varies by project. All purchases were budgeted in the 2010-2011 Financial Plan.

FUNDING: Funding as indicated on exhibits.

Jordan Ayers, Deputy City Manager

JA/sm

Attachments

EXHIBIT A

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough WPCF NPDES Waste Characterization
DEPARTMENT: Public Works
CONTRACTOR Basic Laboratory
AWARD AMOUNT: \$16,392.00
DATE OF RECOMMENDATION: December 7, 2010

BIDS OR PROPOSALS RECEIVED:

Basic Laboratory	\$16,392.00
Moore Twining Associates	\$17,152.00
BSK Analytical Laboratory	\$20,640.00

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Contract to perform testing through July 2011. The testing is required to comply with provisions of the City's Effluent and Receiving Waters Characterization Study Work Plan. The study work plan was required by the City's current NPDES for the White Slough WPCF and the results will be part of a submittal that will be used by the Regional Water Quality Control Board to set future waste discharge requirements for the City.

FUNDING: 170403.7323

Prepared by: Michael Schafer

Title: Lab/Environ. Comp. Superintendent

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough Expansion Project
DEPARTMENT: Electric Utility Department
CONTRACTOR ERMCO C/O Hees Enterprises
AWARD AMOUNT: \$7,279.73
DATE OF RECOMMENDATION: 01/03/2011

BIDS OR PROPOSALS RECEIVED:

ERMCO C/O Hees Enterprises Inc.	\$7,279.73
GEXPRO	\$8,303.06
Howard Industries C/O Wrathall & Krusi	\$9,424.28
HD Supply Portland (Cooper)	\$8,605.39
HD Supply Benicia (ABB)	\$8,798.96

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This transformer is for the White Slough Expansion Project. It is different than the transformers used in the Electric Distribution System, this transformer has a dual primary voltage. The Electric Distribution System is only one primary voltage. The Purchase Order is awarded to ERMCO C/O Hees Enterprises Inc. the low responsible bidder.

FUNDING: 160651.7711

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by:  1/3/11

Purchase Order No.:

EXHIBIT C

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Jail Supplies - Gloves
DEPARTMENT: Police
CONTRACTOR Emergency Medical Products
AWARD AMOUNT: \$5,631.74
DATE OF RECOMMENDATION: 1/6/11

BIDS OR PROPOSALS RECEIVED:

Emergency Medical Products	\$5,631.74
Moore Medical	\$5,655.00
Fastenel	\$6,064.40

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Lowest Bidder. Adjusted lowest bidders tax by \$.01 to match tax determined by City.

FUNDING: 101031.7357

Prepared by: Jeanie Biskup

Title: Management Analyst

Reviewed by: _____

Purchase Order No. 20153

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Antivirus Renewal
DEPARTMENT: ISD
CONTRACTOR: GOVSTOR
AWARD AMOUNT: \$5,540.00
DATE OF RECOMMENDATION: 01/07/11

BIDS OR PROPOSALS RECEIVED:

Angus-Hamer, Inc.
GovStor
Quest

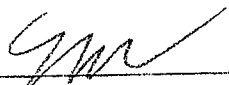
\$5,752.00
\$5,540.00
\$5,820.00

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The City annually renews its Symantec anti-virus basic maintenance contract through one of their recognized resellers.

FUNDING: 100411.7332

Prepared by: Steve Mann 

Title: I.S. Manager

Reviewed by: 

Purchase Order No. 20157

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility Department
CONTRACTOR One Source Distributors
AWARD AMOUNT: \$5,150.61
DATE OF RECOMMENDATION: 01/10/11

BIDS OR PROPOSALS RECEIVED:

One Source Distributors	\$5,150.61
HD Supply-Benicia	\$5,204.71
HD Supply-Portland	\$5,394.00

"NO BID" or NO RESPONSE RECEIVED:

All-Phase Electric Supply
GEXPRO
Rexel
General Pacific
Kortick Mfg
Platt Electric Supply
Wesco Did not Bid on one the items of the four on the
P.O. They were not low on the other three.

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are for the Electric Inventory. They will be used in new construction, and also replacement of failed parts in the system. One Source Distributors is the low responsible bidder and was awarded the Purchase Order.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Gearmore 520 Brush Chipper
DEPARTMENT: Parks and Recreation Department
CONTRACTOR Dolk Tractor Company of Rio Vista
AWARD AMOUNT: \$6,742.50
DATE OF RECOMMENDATION: January 10, 2011

BIDS OR PROPOSALS RECEIVED:

Bobcat Central of Stockton - New unit	\$6,824.06
Dolk Tractor Company of Rio Vista - New unit	\$6,990.00
Bechthold Tractor of Victor - New unit	\$7,610.00
Dolk Tractor Company - Demo Unit	\$6,742.50

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Three suppliers were contacted for information and quote for a Gearmore 520 brush chipper. Dolk Tractor Company of Rio Vista was the only supplier that provided us information regarding a dealer demo unit. This demo unit has two hours on the meter and comes with a full factory warranty.

FUNDING: 107525.7719

Prepared by: Steve Dutra

Title: Park Superintendent

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: THERMOPLASTIC MELTING KETTLE PURCHASE
DEPARTMENT: PUBLIC WORKS, STREETS & DRAINAGE
CONTRACTOR: MRL Equipment Co. Inc.
AWARD AMOUNT: \$12,610.80
DATE OF RECOMMENDATION: JANUARY 10, 2011

BIDS OR PROPOSALS RECEIVED:

MRL Equipment Co., Billings, MT	\$12,610.80
Arrow Construction Supply, Spokane, WA	\$14,266.55
Alpine Products, Auburn, CA	\$13,435.93

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This is the first part of a two part purchase to obtain a thermoplastic legend applicator for the traffic division. The Streets & Drainage Division budgeted \$75,000 in the 2010/2011 budget for the purchase of a thermoplastic legend applicator. The second part will be for a heating unit which is estimated to be \$50,000 and will need to go to council.

The bid tab shows the corrected totals as two of the bidders are from out of state and do not include sales tax on their bids.

FUNDING: Capitol Equipment Replacement 3251201.7851

Prepared by: Curtis Juran

Title: Streets & Drainage Superintendent

Reviewed by: 

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Install Emergency Equipment on Police Unit
DEPARTMENT: Police
CONTRACTOR: Emergency Vehicle Solutions (AEP NA)
AWARD AMOUNT: \$8,423.30
DATE OF RECOMMENDATION: 1/26/11

BIDS OR PROPOSALS RECEIVED:
Emergency Vehicle Solutions \$8,423.30

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

EVS has provided equipment removal and installation for new police vehicles and ensures that all our vehicles are equipped in a uniform and consistent manner. Using a different installer would require staff to continually monitor installation process..

FUNDING: 1201031.7851 593E

Prepared by: Jeanie Biskup

Title: Management Analyst

Reviewed by: Gary Benjamin

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Install Emergency Equipment on Police Unit
DEPARTMENT: Police
CONTRACTOR: Emergency Vehicle Solutions (AEP NA)
AWARD AMOUNT: \$8,557.07
DATE OF RECOMMENDATION: 1/26/11

BIDS OR PROPOSALS RECEIVED:
Emergency Vehicle Solutions \$8,557.07

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

EVS has provided equipment removal and installation for new police vehicles and ensures that all our vehicles are equipped in a uniform and consistent manner. Using a different installer would require staff to continually monitor installation process..

FUNDING: 1201031.7851 592E

Prepared by: Jeanie Biskup

Title: Management Analyst

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Replacement of 2006 Harley Davidson with 2011 Model
DEPARTMENT: Police
CONTRACTOR Mithcell's Modesto Harley
AWARD AMOUNT: \$9,031.22
DATE OF RECOMMENDATION:

BIDS OR PROPOSALS RECEIVED:

Mithcells Modesto harley	\$9,031.22
Eagles Nest Harley	\$10,092.86
Sacramento Harley	\$20,515.40

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:


Lowest Bidder

Approval per Resolution 2011-07

FUNDING: 1201031.7851

Prepared by: Jeanie Biskup

Title: Management Analyst

Reviewed by: 

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Rifle Ammunition
DEPARTMENT: Police
CONTRACTOR San Diego Police Equipment Co
AWARD AMOUNT: \$6,241.75
DATE OF RECOMMENDATION: 1/28/10

BIDS OR PROPOSALS RECEIVED:

SAN DIEGO POLICE EQUIPMENT CO	\$6,241.75
DIAMONDBACK POLICE SUPPLY	\$8,625.00
AMMUNITION TO GO	\$9,005.31

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

LOWEST BIDDER, ALSO ONLY SUPPLIES WITH STOCK ON HAND

FUNDING: 101031.7306

Prepared by: JEANIE BISKUP

Title: MANAGEMENT ANALYST

Reviewed by: 

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility Department
CONTRACTOR One Source Distributors
AWARD AMOUNT: \$5,247.27
DATE OF RECOMMENDATION: 02/01/11

BIDS OR PROPOSALS RECEIVED:

One Source Distributors	\$5,247.27
HD Supply-Benicia	\$5,381.65
HD Supply-Portland	\$5,653.15

"NO BID" or NO RESPONSE RECEIVED:

WESCO
GEXPRO
General Pacific

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are for the Electric Inventory. They will be used in new construction, and also replacement of failed parts in the system. One Source Distributors is the low responsible bidder and was awarded the Purchase Order.

FUNDING: 160.1496

Prepared by: Randy Lipelt *RPL* (aw)

Title: Buyer

Reviewed by: *[Signature]* 2/8/11

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: 60 kV line design
DEPARTMENT: EUD
CONTRACTOR Power Line Systems Inc.
AWARD AMOUNT: \$5,437.50
DATE OF RECOMMENDATION: 2/3/11

BIDS OR PROPOSALS RECEIVED:
Sole Source

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This program is the industry standard for power line design and is needed for the 60 kV system design.

FUNDING: 160612

Prepared by: Gary Mai

Title: Electrical Estimator

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility Department
CONTRACTOR McFarland Cascade
AWARD AMOUNT: \$10,929.38
DATE OF RECOMMENDATION: 02/07/11

BIDS OR PROPOSALS RECEIVED:

McFarland Cascade	\$10,929.38
The Oeser Company	\$13,615.50
Bell Lumber & Pole Company	\$18,106.88
Nevada Wood Preserving	\$12,778.13
Stella Jones	\$12,571.50
Bridgewell Resources	\$12,549.75

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

These poles are for the Electric Inventory. They will be used in new construction, and also replacement of failed poles in the system. McFarland Cascade is the low responsible bidder and was awarded the Purchase Order.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility Department
CONTRACTOR General Pacific
AWARD AMOUNT: \$6,080.72
DATE OF RECOMMENDATION: 02/14/11

BIDS OR PROPOSALS RECEIVED:

General Pacific
See Distribution Sheet Other Vendors did not bid
all items

\$6,080.72

"NO BID" or NO RESPONSE RECEIVED:

Ace Supply
GEXPRO
Kortick Mfg
WESCO
Intraline Inc

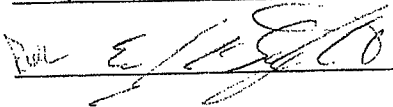
BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are for the Electric Inventory. They will be used in new construction, and also replacement of failed items in the system. General Pacific is the low responsible bidder and was awarded the Purchase Order.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by:  2-14-11

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility Department
CONTRACTOR HD Supply Benicia
AWARD AMOUNT: \$6,229.75
DATE OF RECOMMENDATION: 02/14/11

BIDS OR PROPOSALS RECEIVED:

HD Supply Benicia
See Distribution Sheet Other Vendors did not bid
all items

\$6,229.75

"NO BID" or NO RESPONSE RECEIVED:

Ace Supply
GEXPRO
Rexel
WESCO
Intraline Inc

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are for the Electric Inventory. They will be used in new construction, and also replacement of failed items in the system. HD Supply Benicia is the low responsible bidder and was awarded the Purchase Order.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by:  2-14-11

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility Department
CONTRACTOR One Source Distribution
AWARD AMOUNT: \$8,069.10
DATE OF RECOMMENDATION: 02/14/11

BIDS OR PROPOSALS RECEIVED:

One Source Distribution
See Distribution Sheet Other Vendors did not bid
all items

\$8,069.10

"NO BID" or NO RESPONSE RECEIVED:

GEXPRO
Platt
WESCO
Intraline Inc.

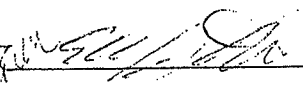
BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are for the Electric Inventory. They will be used in new construction, and also replacement of failed items in the system. One Source Distribution is the low responsible bidder and was awarded the Purchase Order.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by:  2-14-11

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Purchase 26 Concealable Vests
DEPARTMENT: Police
CONTRACTOR LC Action
AWARD AMOUNT: \$18,096.00
DATE OF RECOMMENDATION: February 17, 2011

BIDS OR PROPOSALS RECEIVED:


LC Action	\$18,096.00
Chief Supply	\$18,480.00
Blumenthal Uniforms	\$35,100.00

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Lowest Bidder

FUNDING: 101031.7306

Prepared by: Jeanie Biskup 

Title: Management Analyst

Reviewed by: 

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: EUD Newsletter/Bill Stuffer Project
DEPARTMENT: Electric Utility Department
CONTRACTOR Duncan Press
AWARD AMOUNT: \$8,336.80
DATE OF RECOMMENDATION: February 22, 2011

BIDS OR PROPOSALS RECEIVED:

Duncan Press; Lodi, CA	\$8,336.80
On-Line Printing & Graphics; Lodi, CA	\$12,909.00
The Coloring Book; Lodi, CA	\$13,806.84

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

The Electric Utility Department inserts a newsletter or bill stuffer into 10 of the 12 monthly customer utility bills throughout the year. In order to avoid the monthly request-for-proposals to complete each newsletter or bill stuffer, Electric Utility staff opted to conduct one request-for-proposals/bids for the remainder of the 2011 calendar year.

FUNDING: 160603-7301

Prepared by: Rob Lechner

Title: Mgr., Customer Service & Programs

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough WPCF NPDES Permit Monitoring
DEPARTMENT: Public Works
CONTRACTOR Test America Irvine
AWARD AMOUNT: \$13,942.00
DATE OF RECOMMENDATION: February 24, 2011

BIDS OR PROPOSALS RECEIVED:

Test America Irvine	\$13,942.00
Moore Twining Associates	\$15,374.45
BSK Analytical Laboratory	\$16,224.00

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Contract to perform testing through June 30, 2011. The testing is required to comply with provisions of the City's NPDES permit for the White Slough WPCF. This covers various weekly, monthly and quarter testing of wastewater, receiving waters and monitoring wells.

FUNDING: 170403.7323

Prepared by: Michael Schafer 

Title: Lab/Environ. Comp. Superintendent

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Return Activated Sludge Pump Replacement
DEPARTMENT: Public Works
CONTRACTOR Pump Repair Service
AWARD AMOUNT: \$17,823.68
DATE OF RECOMMENDATION: March 1, 2011

BIDS OR PROPOSALS RECEIVED:

Pump Repair Service	\$17,823.68
G3 Engineering Inc.	\$18,718.69

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Return activated sludge pump #3 was installed in 1990. Since that time it has accumulated 117,900 runtime hours and has been rebuilt numerous times. The Distributor for the Yeoman Chicago Pumps recommends replacement after 10 years depending on the material being pumped. The pump housing and the pump shaft are showing signs of metal fatigue. Time is of the essence for this project as a price increase of 10% will be implemented May 2011. The two respondents are the only two manufacturer approved suppliers for Yeoman Chicago Pump parts.

FUNDING: 170403

Prepared by: Kelly Powers 

Title: Water/Wastewater Supervisor

Reviewed by: 

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Automatic Valve Actuator Purchase
DEPARTMENT: Public Works
CONTRACTOR: C.I. Actuation
AWARD AMOUNT: \$7,189.81
DATE OF RECOMMENDATION: March 2, 2011

BIDS OR PROPOSALS RECEIVED:

C.I. Actuation	\$7,189.81
Foster Flow Control	\$7,559.56

"NO BID" or NO RESPONSE RECEIVED:
T&T Valve & Instrument

No Response

BACKGROUND INFORMATION & BASIS FOR AWARD:

The valve actuator being replaced is used to control the aeration flow from #4 aeration blower at White Slough. This unit was installed in 2003 as part of the Phase I improvements. The actuator is an integral part of the of the aeration process.

FUNDING: 170403.7719

Prepared by: Del Kerlin

Title: W,T, Superintendent

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Employee Annual Physicals
DEPARTMENT: Fire Department
CONTRACTOR St. Joseph's Occupational Health
AWARD AMOUNT: \$16,100.00
DATE OF RECOMMENDATION: 03-09-11

BIDS OR PROPOSALS RECEIVED:

"NO BID" or NO RESPONSE RECEIVED:
On-going provider

BACKGROUND INFORMATION & BASIS FOR AWARD:
Annual Physicals were scheduled in January 2010 for Decemeber10/January11.

FUNDING: \$16,100.00

Prepared by: Aimee R. Murry

Title: Division Chief

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility
CONTRACTOR GEXPRO
AWARD AMOUNT: \$11,806.99
DATE OF RECOMMENDATION: 03/10/11

BIDS OR PROPOSALS RECEIVED:

GEXPRO	\$11,806.99
General Pacific	
Only Bid Item 1	\$5,105.82

"NO BID" or NO RESPONSE RECEIVED:

HD Supply Portland
HD Supply Benicia
WESCO

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are for the Electric Inventory. They will be used in new construction, and also replacement of failed items in the system. GEXPRO is the low responsible bidder and was awarded the Purchase Order.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

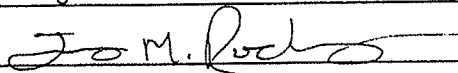
PROJECT NAME:	The City of Lodi-Community Arts Directory/Spring/Summer Issue 2011	
DEPARTMENT:	Division of Arts & Culture/Community Center	
CONTRACTOR	Casey Printing	
AWARD AMOUNT:	\$9,349.23	(Includes estimated postage & estimated taxes)
DATE OF RECOMMENDATION:	February 14, 2011	

BIDS OR PROPOSALS RECEIVED:		
Parks Printing	\$12,516.97	Complete Job including estimated postage and tax.
Seeger's Printing	\$11,130.0	Complete job, estimated postage and tax not included
Commerce Printing	\$9,800.00	Complete job including estimated postage and tax.
Casey Printing	\$9,349.23	Complete job including estimated postage and tax

"NO BID" or NO RESPONSE RECEIVED:	
Cooks Printing	Declined to bid.

BACKGROUND INFORMATION & BASIS FOR AWARD:

Casey Printing offers printing, binding, duplication, lay-out, delivery to 4 drop centers, estimated postage and estimated taxes at the lowest competitive price.

FUNDING:345026.7301Prepared by: Diane C. AmaralTitle: Program CoordinatorReviewed by: 

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility
CONTRACTOR: Platt Electric Supply
AWARD AMOUNT: \$17,060.17
DATE OF RECOMMENDATION: 03/14/11

BIDS OR PROPOSALS RECEIVED:

Platt Electric Supply	\$17,060.17
All-Phase Electric Supply	\$17,110.56
General Pacific Bid Items 1, 2, 3	
HD Supply Benicia Bid Items 1, 2, 3	
HD Supply Portland Bid Items 1, 2, 3	
See Attached Sheet for Wire Pricing	

"NO BID" or NO RESPONSE RECEIVED:

GEXPRO
Intraline
WESCO
One Source Distributors

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are for the Electric Inventory. They will be used in new construction, and also replacement of failed items in the system. The wire quantities were increased to cover the Streetlight Grounding and Fusing Project. Platt Electric Supply is the low responsible bidder and was awarded the Purchase Order.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: E. W. Edwards

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility
CONTRACTOR HD Supply-Benicia
AWARD AMOUNT: \$6,878.35
DATE OF RECOMMENDATION: 03/15/11

BIDS OR PROPOSALS RECEIVED:

HD Supply-Benicia
Platt Item 2 Only
Intraline Item 2 Only
HD Supply-Portland Item 1 Only

\$6,878.35

"NO BID" or NO RESPONSE RECEIVED:

All-Phase Electric Supply
GEXPRO
WESCO
General Pacific
One Source Distributors
Rexel

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are for the Electric Inventory. They will be used in new construction, and also replacement of failed items in the system. HD Supply Benicia is the low responsible bidder and was awarded the Purchase Order.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: E. W. [Signature]

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: White Slough Wemco Pump Repair
DEPARTMENT: Public Works
CONTRACTOR: MuniQuip Inc.
AWARD AMOUNT: \$5,267.23
DATE OF RECOMMENDATION: April 12, 2011

BIDS OR PROPOSALS RECEIVED: MuniQuip Inc. \$5,267.23

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

No other quotes were pursued as MiniQuip Inc. is the sole supplier for the replacement Wemco Grit Pump parts. The attached quotation is for replacement of wear items. The Wemco pump is a standardized centrifugal pump used to pump inorganic material known as grit in the treatment process. This unit is one of the two units. This pump has been rebuilt several times but metal fatigue has made replacement of these items necessary to maintain proper grit removal.

FUNDING: 170403.7331

Prepared by: Del Kerlin



Title: W.T. Superintendent

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility
CONTRACTOR All Phase Electric Supply
AWARD AMOUNT: \$15,356.49
DATE OF RECOMMENDATION: 03/16/11

BIDS OR PROPOSALS RECEIVED:

All-Phase Electric Supply \$15,356.49
Platt Electric Supply Bid Items 2,3,4
General Pacific Bid Items 2, 3, 4
HD Supply Benicia Bid Items 2, 3, 4
HD Supply Portland Bid Items 2, 3, 4
Rexel Bid Items 2,3,4
See Attached Sheet for Wire Pricing

"NO BID" or NO RESPONSE RECEIVED:

GEXPRO
Intraline
WESCO

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are for the Electric Inventory. They will be used in new construction, and also replacement of failed items in the system. The large wire quantities will cover the Streetlight Grounding and Fusing Project. All-Phase Electric Supply is the low responsible bidder and was awarded the Purchase Order.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: E.W. Gifford

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility
CONTRACTOR General Pacific
AWARD AMOUNT: \$6,846.49
DATE OF RECOMMENDATION: 03/16/11

BIDS OR PROPOSALS RECEIVED:

General Pacific \$6,846.49
Item 1 & 2 Sole Source Item 3 \$1,053.77

"NO BID" or NO RESPONSE RECEIVED:

GEXPRO
Intraline
WESCO
HD Supply Benicia
HD Supply Portland
One Source Distribution

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are for the Electric Inventory. They will be used in new construction, and also replacement of failed items in the system. The large wire quantities will cover the Streetlight Grounding and Fusing Project. All-Phase Electric Supply is the low responsible bidder and was awarded the Purchase Order.

FUNDING: 160.1496

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: E.C. S. / [Signature]

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Security Equipment Purchase and Repairs
DEPARTMENT: Police
CONTRACTOR: Ingersoll Rand
AWARD AMOUNT: \$7,996.88
DATE OF RECOMMENDATION: March 16, 2011

BIDS OR PROPOSALS RECEIVED:

Ingersoll Rand

\$7,996.88

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Sole Proprietor for Security Access System to network with all other City facilities including public works and the library and main computer system at the Police Department.

FUNDING: 101031.7323

Prepared by: Jeanie Biskup 

Title: Management Analyst

Reviewed by: 

Purchase Order No.

REQUEST FOR CONTRACT AWARD

PROJECT NAME: Closed Circuit Television (CCTV) Software Upgrade
DEPARTMENT: Public Works Water Services Division
CONTRACTOR: WECO Industries, LCC
AWARD AMOUNT: \$17,057.49
DATE OF RECOMMENDATION: March 22, 2011

BIDS OR PROPOSALS RECEIVED:

WECO Industries, LCC

\$17,057.49

"NO BID" or NO RESPONSE RECEIVED:

N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

The City of Lodi utilizes CCTV equipment and software in the operation, maintenance and replacement work performed by City staff for the wastewater collection system.

The existing software (Data Cap 4) is obsolete and in a state of perpetual repair. Purchased in 2004, the existing software is no longer supported by the manufacturer, and based on its reliability, has reached its usable life span.

Staff is recommending upgrading our existing CCTV software to Granite XP. This upgrade is most compatible with our existing equipment and has further capabilities with our Computerized Maintenance Management System required by the SSMP. WECO Industries is the sole source provider for Granite XP Software.

FUNDING: 1711201.7719

Prepared by: Kevin Gaither

Title: Water Services Technician

Reviewed by: 

Purchase Order No.

JUST ADD P.O. # & WE ARE GOOD TO GO

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Switch Replacements
DEPARTMENT: Internal Scvs/ ISD
CONTRACTOR Infinity-Micro
AWARD AMOUNT: \$10,609.65
DATE OF RECOMMENDATION: 3/23/11

BIDS OR PROPOSALS RECEIVED:

Infinity-Mirco	\$10,609.65
Amazon.com	\$12,925.86
NewEgg.com	\$14,233.86

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

Replacement of switches to allow for power-over-ethernet and to facilitate VoIP and MAC address authentication.

FUNDING: 123001.7715 ISD Replacement Fund

Prepared by: Steve Mann

Title: IS Manager

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: FL70 14,000 lb Jacking Beam
DEPARTMENT: Public Works
CONTRACTOR Municipal Maintenance Equipment Co.
AWARD AMOUNT: \$12,576.94
DATE OF RECOMMENDATION: March 24, 2011

BIDS OR PROPOSALS RECEIVED:
Municipal Maintenance Equipment Co. (Sole Supplier) \$12,576.94

"NO BID" or NO RESPONSE RECEIVED:
NA

BACKGROUND INFORMATION & BASIS FOR AWARD:

The Public Works Fleet Services Division Transit Shop has two heavy duty parallelogram lifts mounted flush in the floor. These two lifts were installed for performing repairs and preventative maintenance for both heavy and light duty vehicles. The jacking beam is required to raise the wheels off of the lift ramps to perform tire-off tasks including tire and/or wheel replacements, brake inspections and brake replacements, etc. Municipal Maintenance Equipment Co. is the sole supplier for Stertil-Koni lifts in Northern California and there is no other known brand of jacking beam that will work with the Fleet Services Parallelogram Model No. FL 70 Lift.

FUNDING: 125079.7709 FTA (80%) and TDA (20%)

Prepared by: Randy Laney

Title: Fleet Services Supervisor

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: REPLACE LIGHTGUARD LIGHTED CROSSWALK
DEPARTMENT: PUBLIC WORKS, STREETS & DRAINAGE
CONTRACTOR LIGHTGUARD SYSTEMS, INC.
AWARD AMOUNT: \$5,342.44
DATE OF RECOMMENDATION: MARCH 28, 2011

BIDS OR PROPOSALS RECEIVED:
LightGuard Systems Inc. (sole supplier) \$5,342.44

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This is to replace the original unit which was destroyed in a vehicle accident.

FUNDING: Damage to City Property 100200.7352

Prepared by: Curtis Juran

Title: Streets & Drainage Superintendent

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility
CONTRACTOR McFarland Cascade
AWARD AMOUNT: \$8,890.31
DATE OF RECOMMENDATION: 03/28/11

BIDS OR PROPOSALS RECEIVED:

McFarland Cascade	\$8,890.31
The Oeser Company	11,436.63
Bell Lumber & Pole Company	16,638.75

"NO BID" or NO RESPONSE RECEIVED:

Nevada Wood Preserving
Stella-Jones
Bridgewell Resources

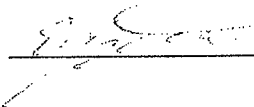
BACKGROUND INFORMATION & BASIS FOR AWARD:

These wood poles are for the Electric Inventory. They will be used in new construction, and also replacement of failed poles in the system. McFarland Cascade is the low responsible bidder and was awarded the Purchase Order.

FUNDING: 160.1496

Prepared by: Randy Lipelt 

Title: Buyer

Reviewed by: 

Purchase Order No.: 20418

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Electric Inventory
DEPARTMENT: Electric Utility
CONTRACTOR One Source Distributors
AWARD AMOUNT: \$6,429.77
DATE OF RECOMMENDATION: 03/28/11

BIDS OR PROPOSALS RECEIVED:

One Source Distributors	\$6,429.77
HD Supply-Portland	6,858.65
HD Supply-Benicia	6,857.60

"NO BID" or NO RESPONSE RECEIVED:

All-Phase Electrical Supply
GEXPRO
Rexel
General Pacific
Platt Electric Supply
Intraline Inc

BACKGROUND INFORMATION & BASIS FOR AWARD:

These items are for the Electric Inventory. They will be used in new construction, and also replacement of failed items in the system. One Source Distributors is the low responsible bidder and was awarded the Purchase Order.

FUNDING: 160.1496

Prepared by: Randy Lipelt 

Title: Buyer

Reviewed by: 

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: PURCHASE OF THERMOPLASTIC
DEPARTMENT: PUBLIC WORKS, STREETS & DRAINAGE
CONTRACTOR T & T PAVEMENT MARKINGS AND PRODUCTS
AWARD AMOUNT: \$11,713.74
DATE OF RECOMMENDATION: MARCH 29, 2011

BIDS OR PROPOSALS RECEIVED:

T & T Pavement Markings and Products	\$11,713.74
Interstate Sales	\$11,739.56
Highway Technologies	\$19,039.05

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This product is material for the thermoplastic applicator for pavement markings, part of a regular maintenance practice. This amount of material should last about 6 months.

FUNDING: Pavement Maintenance 325039.7352

Prepared by: Curtis Juran

Title: Streets & Drainage Superintendent

Reviewed by: 

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Narrow-Band VHF
DEPARTMENT: Fire
CONTRACTOR Motorola
AWARD AMOUNT: \$17,584.84
DATE OF RECOMMENDATION: 03/30/11

BIDS OR PROPOSALS RECEIVED:
Attached to San Diego Bid contract number 43095

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:
Pricing bid by San Diego contract number 43095, better than the LA county contract.

FUNDING: 102012.7306

Prepared by: Aimee R. Murry

Title: Division Chief

Reviewed by: _____

Purchase Order No.

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Server Virtualization
DEPARTMENT: Internal Services\ISD
CONTRACTOR Dell
AWARD AMOUNT: \$9,565.48
DATE OF RECOMMENDATION: 3/30/11

BIDS OR PROPOSALS RECEIVED:
Dell

\$9,565.48

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This is for the purchase of two blade servers, which will be used to virtualize the downtown campus Exchange email server. The units are only available from Dell and are sold below advertised price.

FUNDING: 100411.7715

Prepared by: Steve Mann

Title: IS Manager

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Server Virtualization
DEPARTMENT: Internal Services\ISD
CONTRACTOR CDWG
AWARD AMOUNT: \$6,588.72
DATE OF RECOMMENDATION: 3/31/11

BIDS OR PROPOSALS RECEIVED: CDWG \$6,588.72

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This is for the purchase of Microsoft licenses as part of virtualizing the downtown campus Exchange email server. All purchases are being made from a pre-bid state contract.

FUNDING: 100411.7313

Prepared by: Steve Mann

Title: IS Manager

Reviewed by: _____

REQUEST FOR CONTRACT AWARD

PROJECT NAME: Closed Circuit Television (CCTV) Software Upgrade
DEPARTMENT: Public Works Water Services Division
CONTRACTOR WECO Industries, LCC
AWARD AMOUNT: \$17,057.49
DATE OF RECOMMENDATION: March 22, 2011

BIDS OR PROPOSALS RECEIVED:

WECO Industries, LCC

\$17,057.49

"NO BID" or NO RESPONSE RECEIVED:

N/A

BACKGROUND INFORMATION & BASIS FOR AWARD:

The City of Lodi utilizes CCTV equipment and software in the operation, maintenance and replacement work performed by City staff for the wastewater collection system.

The existing software (Data Cap 4) is obsolete and in a state of perpetual repair. Purchased in 2004, the existing software is no longer supported by the manufacturer, and based on its reliability, has reached its usable life span.

Staff is recommending upgrading our existing CCTV software to Granite XP. This upgrade is most compatible with our existing equipment and has further capabilities with our Computerized Maintenance Management System required by the SSMP. WECO Industries is the sole source provider for Granite XP Software.

FUNDING: 1711201.7719

Prepared by: Kevin Gaither

Title: Water Services Technician

Reviewed by: 

Purchase Order No. 20464: JUST ADD P.O. # & WE ARE GOOD TO

GO

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Server Virtualization

DEPARTMENT: EUD

CONTRACTOR CDWG

AWARD AMOUNT: \$16,906.85

DATE OF RECOMMENDATION: 3/31/11

BIDS OR PROPOSALS RECEIVED:

CDWG

\$16,906.85

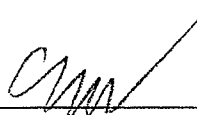
"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This is for the purchase of Microsoft licenses and a tape backup library as part of virtualizing EUD's current servers. All purchases are being made from a pre-bid state contract.

FUNDING: 160601.7715

Prepared by: Steve Mann



Title: IS Manager

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Server Virtualization
DEPARTMENT: EUD
CONTRACTOR: Dell
AWARD AMOUNT: \$9,565.48
DATE OF RECOMMENDATION: 3/31/11

BIDS OR PROPOSALS RECEIVED:
Dell

\$9,565.48

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

This is for the purchase of two blade servers, which will be used to virtualize EUD's current standalone servers. The units are only available from Dell and are sold below advertised price.

FUNDING: 160601.7715

Prepared by: Steve Mann



Title: IS Manager

Reviewed by: _____

RECOMMENDATION FOR CONTRACT AWARD

PROJECT NAME: Power Quality Meter
DEPARTMENT: Electric Utility
CONTRACTOR Power Monitors Inc (PMI)
AWARD AMOUNT: \$6,881.21
DATE OF RECOMMENDATION: 03/31/11

BIDS OR PROPOSALS RECEIVED:

Power Monitors Inc (PMI)
Sierra Utility Sales

\$6,881.21
10,527.00

"NO BID" or NO RESPONSE RECEIVED:

BACKGROUND INFORMATION & BASIS FOR AWARD:

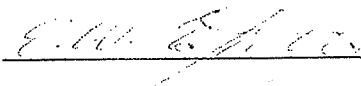
Three phase power quality meter kit with single phase monitor for spot checking power inside a building. Equipment of this kind is necessary to insure the EUD is providing power to City of Lodi's customers that meets or exceeds industry standards.

Power Monitors Inc is the low responsible bidder and was awarded the Purchase Order based on these facts.

FUNDING: 160652.7719

Prepared by: Randy Lipelt

Title: Buyer

Reviewed by: 



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for Standby Generator Maintenance and Repair with Holt of California, of West Sacramento (\$35,710)

MEETING DATE: May 4, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for standby generator maintenance and repair with Holt of California, of West Sacramento, in the amount of \$35,710.

BACKGROUND INFORMATION: The City of Lodi owns and operates 22 emergency standby generator sets that range in size from six kW to two mW. The generators are located at facilities where operation during extended power outages is necessary to maintain public health and/or safety.

Examples of these facilities include fire stations, water wells, sanitary lift stations and the police station.

Over the past several years, staff has been unable to keep up with the preventative maintenance requirements associated with the emergency generator sets. The lack of preventative maintenance could result in serious and more-costly repairs, unreliable operation, and greater downtime. In order to minimize downtime and maximize reliability and facility life, staff recommends contracting the standby generator maintenance and repair to an outside vendor.

Specifications for this project were approved on February 16, 2011. The City received one bid for this project on March 28, 2011.

Bidder	Location	Bid
Engineer's Estimate		\$27,000
Holt of California	West Sacramento	\$35,710

The bid received from Holt of California is compliant except for a minor irregularity related to parts replacement frequencies. Since a sole bid was submitted, it is in the best interest of the City to award this contract in spite of the irregularity because rebidding will likely result in a higher cost. Staff recommends Council adopt a resolution authorizing the City Manager to execute a contract for the standby generator maintenance and repair with Holt of California, of West Sacramento.

FISCAL IMPACT: By increasing preventative maintenance efforts, the City will realize a reduction in costly repairs and increased reliability of emergency standby generators supporting critical facilities.

FUNDING AVAILABLE: Funding will come from the Water, Wastewater and Facilities budgets (180451, 170404, 103511).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Lance Roberts, Water/Wastewater Superintendent
cc: Deputy Public Works Director – Utilities

APPROVED: _____
Konradt Bartlam, City Manager

CITY OF LODI
STANDBY GENERATOR MAINTENANCE AND REPAIR

CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and HOLT OF CALIFORNIA, herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents, on file in the Public Works Department, which are incorporated herein by this reference, to-wit:

- Request for Bid
- Specifications and Attachment Documents
- Pricing Proposal (Contractor Provided Schedule of Values)
- Special Provisions
- Contract
- Contract Bonds
- Addenda

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work, furnish all labor and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to maintain in a good workmanlike and substantial manner to the satisfaction of the City the proposed maintenance and repair of standby generators.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5, Special Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or

CITY OF LODI
STANDBY GENERATOR MAINTENANCE AND REPAIR

CONTRACT

from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to maintain 22 standby generators and other incidental and related work in accordance with these specifications. An additional bid item for standby generator repair is a separate bid. This item may be awarded for the full year, a partial year or not at all. The standby generators to be maintained are shown in the Appendix of the Specifications for Generator Maintenance and Repair 2011/2012.

Stand-by Generator Maintenance Service

Project includes a total of two (2) Level 1 inspections per year at 180-day intervals, plus one (1) annual Level 2 inspection as described below.

A: PREVENTIVE MAINTENANCE

Inspect each stand-by generator and perform necessary Level 1 preventive maintenance as described in Section 6 Generator Inspection procedures. The contract item Unit Price A is for one inspection, based on two (2) inspections per year at 180-day intervals.

B: PREVENTIVE MAINTENANCE

Inspect each standby generator and perform Level 2 preventive maintenance and inspection as described in Section 6, Generator Inspection Procedures. The contract item Unit Price B is for one inspection per year, with a Level 2 inspection at start of contract and additional Level 2 inspections as requested, but no less than once (1) per year.

C: REPAIR

As needed, perform necessary repair

Maintenance Contract Items	Generator Specifications						Unit Price A, Preventative Maintenance (Level 1) Inspection, Price Per Inspection	Unit Price B, Annual (Level 2) Inspection, Price Per Inspection
	LOCATION	YEAR	MAKE	MODEL	FUEL	KW		
Facilities (Emergency Generator)		1988	CAT	580E	DSL	300	\$440.00	\$1,132.00
Firehouse #2		1981	ONAN		DSL	6	\$330.00	\$615.00
Firehouse #3		1975	WISCONSIN KOHLER		PROPANE	7.5	\$330.00	\$615.00
Facilities (Emergency Generator)		1997	CAT OLYMPIAN	CD020	DSL	20	\$330.00	\$615.00

CONTRACT

Maintenance Contract Items	Generator Specifications						Unit Price A, Preventative Maintenance (Level 1) Inspection, Price Per Inspection	Unit Price B, Annual (Level 2) Inspection, Price Per Inspection
LOCATION	YEAR	MAKE	MODEL	FUEL	KW			
Henning Substation	2009	CAT OLYMPIAN	D80-6	DSL	80	\$330.00	\$615.00	
Facilities	2003	FORD CUMMINS	COSM11		20	\$330.00	\$615.00	
Well 4R	1996	CAT	SN4	DSL	500	\$440.00	\$1,432.00	
Well 5	1996	CAT	SR4B	DSL	230	\$390.00	\$1,032.00	
Well 7	1995	CAT	SR4B	DSL	300	\$440.00	\$1,132.00	
Well 9	1995	CAT	S4RB	DSL	250	\$390.00	\$1,032.00	
Well 13	1969	GM		DSL	100	\$330.00	\$615.00	
Well 16	1995	CAT	SR4B	DSL	300	\$440.00	\$1,132.00	
Well 21	2001	CAT	SR4B	DSL	230	\$390.00	\$1,032.00	
Well 22	2005	OLYMPIAN	D150P6	DSL	150	\$390.00	\$932.00	
White Slough	2005	CAT	SR414V	DSL	2000	\$532.00	\$2,575.00	
Harney Lane Lift Station	2003	FORD OLYMPIAN	G80431	NG	75	\$330.00	\$615.00	
Mokelumne Village Lift Station	2003	FORD OLYMPIAN	G20F3	NG	20	\$330.00	\$615.00	
North/East Lift Station	1983	WHITE KOHLER	30RHZ02-10 KW	NG	10	\$330.00	\$615.00	
Peterson Park Storm Pump Station & Lift Station	1986	FORD KOHLER	20RZ-20KW		20	\$330.00	\$615.00	
Rivergate Sewer Lift Station	2003	FORD OLYMPIAN	G20F3	CNG	20	\$330.00	\$615.00	
Tienda Lift Station	1998	FORD OLYMPIAN	98A00423A		30	\$330.00	\$615.00	
Woodlake Sanitary Lift Station	1986	FORD ONAN	20OES15R/24164B	NG	20	\$330.00	\$615.00	
SUBTOTAL (ALL SITES AT ONE MAINTENANCE INSPECTION EACH)						\$8,142.00	\$19,426.00	
SUBTOTAL A X 2 INSPECTIONS						\$16,284.00		
TOTAL						\$16,284.00	\$19,426.00	
GRAND TOTAL A + B						\$35,710.00		
Labor and material mark-up for repairs beyond Preventive Maintenance as defined in Section 6. DO NOT include in bid tabulations above.								

CITY OF LODI
STANDBY GENERATOR MAINTENANCE AND REPAIR

CONTRACT

Maintenance Contract Items	Generator Specifications						Unit Price A, Preventative Maintenance (Level 1) Inspection, Price Per Inspection	Unit Price B, Annual (Level 2) Inspection, Price Per Inspection
LOCATION	YEAR	MAKE	MODEL	FUEL	KW			
Repair Items								
GENERATOR REPAIR, LABOR ONLY, PRICE PER HOUR							\$124.00	
GENERATOR REPAIR, LABOR ONLY, PRICE PER HOUR (WEEKENDS)							\$186.00	
GENERATOR REPAIR, LABOR ONLY, PRICE PER HOUR (HOLIDAYS)							\$248.00	
GENERATOR PARTS & MATERIALS MARK-UP (%)							15%	

ARTICLE IV - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

ARTICLE VI - The City is to furnish the necessary rights-of-way and easements for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the documents.

ARTICLE VII – The Contractor agrees to commence work pursuant to this contract as directed by the City within 15 days of receipt of Notice to Proceed.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES TO SUBMIT MONTHLY BILLINGS NO LATER THAN THE 10TH OF EACH MONTH.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CITY OF LODI
STANDBY GENERATOR MAINTENANCE AND REPAIR

CONTRACT

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam, City Manager

By: _____

Date: _____

Title

Attest:

Randi Johl, City Clerk

(CORPORATE SEAL)

Approved as to form:

D. Stephen Schwabauer, City Attorney



RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT FOR STANDBY GENERATOR
MAINTENANCE AND REPAIR

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on March 28, 2011, at 11:00 a.m., for the Standby Generator Maintenance and Repair described in the specifications therefore approved by the City Council on February 16, 2011; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Holt of California	\$35,710.00

WHEREAS, staff recommends awarding the contract for the Standby Generator Maintenance and Repair to the sole bidder, Holt of California, of West Sacramento, California, in the amount of \$35,710.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the contract for the Standby Generator Maintenance and Repair with the sole bidder, Holt of California, of West Sacramento, California, in the amount of \$35,710.

Dated: May 4, 2011

=====

I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 4, 2011, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for Purchase and Installation of Energy Management System with Sole Supplier L & H Airco, of Roseville (\$137,000) and Execute Customer Support Agreement (CSA) for Maintenance of City Heating, Ventilation and Air Conditioning (HVAC) Systems at Multiple City Facilities with L & H Airco, of Roseville (\$14,255)

MEETING DATE: May 4, 2011

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for purchase and installation of energy management system with sole supplier L & H Airco, of Roseville (\$137,000) and execute customer support agreement (CSA) for maintenance of City heating, ventilation and air conditioning (HVAC) systems at multiple City facilities with L & H Airco, of Roseville (\$14,255).

BACKGROUND INFORMATION: The HVAC controls system in City Hall was installed during the remodel project of 1996, and operational problems have been experienced since installation. Parts are no longer available for the existing Novar controls system, and limitations with the HVAC design and controls have created office and work spaces that are not properly nor efficiently heated or cooled. The existing controls system needs to be replaced.

Funding for this project was included in the Fiscal Year 2010/11 budget as part of the one-time sales tax revenues from the Lodi Energy Center Project. Additional funding is provided by Electric Utility Public Benefits Fund related to the cost savings associated with the elimination of heating/cooling extremes resulting from the existing controls system.

Other recently constructed and/or remodeled City buildings (most notably the Police Facility, Fire Station No. 4, Lodi Multi-Modal Station, Library and Finance Department) are individually and centrally controlled by a digitally-controlled energy management system (EMS) manufactured by Alerton Technologies, Inc. The Alerton system is the only system that can be tied to our central EMS system and software. Staff recommends installing the Alerton EMS at City Hall for reasons including consistency of operations amongst multiple City facilities, staff's familiarity with parts and maintenance, and to leverage staff's previous training and operations experience. The Alerton EMS includes features that allow L & H Airco, the sole supplier of Alerton systems for northern California, to remotely monitor our systems for trouble shooting or problem solving.

It is recommended that a contract be awarded to L & H Airco, the sole supplier and maintenance firm for Alerton EMS equipment and software. The contract includes a standard L & H Airco form contract with Addendum No. 1 adding specific additional City contract provisions. The addendum includes an option to extend the contract for up to three additional years.

Following an engineering analysis of the existing system and in the course of selecting the new HVAC controls system for City Hall, it was determined the systems operation could be improved by modifying some ductwork and adding two additional thermostat controls. The contract cost for installing the new controls and modifying the existing ductwork is \$103,181, plus minor additional costs for plan preparation, plan check, and inspection.

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Contract for Purchase and Installation of Energy Management System with Sole Supplier L & H Airco, of Roseville (\$137,000); Execute Customer Support Agreement (CSA) for Maintenance of City Heating, Ventilation and Air Conditioning (HVAC) Systems at Multiple City Facilities with L & H Airco, of Roseville (\$14,255)

May 4, 2011

Page 2

As mentioned above, improved system performance may be achieved by increasing the air volume moving through the building, which involves changing the blower and motor. Additional engineering inspection is required to determine if this is possible with the existing blower housing and duct work. In the interest of advancing the HVAC controls replacement project, a contingency contract authorization in the amount of \$33,819 is included to cover the additional work, including a limited mechanical engineering study and replacement of the blower and motor.

Whereas, Lodi Municipal Code Section 3.20.070 authorizes dispensing with bids for purchase of supplies, services or equipment when it is in the best interest of the City to do so, staff recommends that Council authorize the City Manager to execute a one-year CSA for maintenance of City HVAC systems at multiple City facilities, with options to renew, and to execute contracts for the purchase and installation of the Alerton EMS controls system and related modifications to City Hall with the local area manufacturer's representative, L & H Airco. The estimated total cost to purchase and install the EMS system and make related modifications to improve performance of the City Hall HVAC system is \$137,000.

Staff recommends approval of a customer service agreement (CSA) in the amount of \$14,255 with L & H Airco that would cover the Lodi Police Facility (including San Joaquin County Court spaces), Fire Station No. 4, Lodi Multi-Modal Station, Library, and Civic Center (Carnegie Forum, City Hall, and Finance Department). The CSA provisions include a discounted labor rate of 15 to 25 percent below standard rates, guaranteed faster emergency response times for on-site technicians, discounts on parts, technical support and account management for the life of the contract.

The total project is estimated to cost \$166,255 and includes the City Hall HVAC controls replacement contract, annual customer support agreement, and the purchase and installation of equipment, air balancing, permit fees, construction administration, construction contingencies and other project-related expenses.

FISCAL IMPACT: Replacing the existing HVAC controls with state-of-the-art equipment and EMS will save operational and energy costs currently associated with the outdated, failing HVAC controls. Having the EMS provided and installed by the area manufacturer's representative will expedite the installation schedule.

Entering into a CSA with L & H Airco for all City facilities equipped with Alerton EMS will provide better management and maintenance of City HVAC systems.

FUNDING AVAILABLE:	Facilities Services Operations (103511):	\$14,255
	Capital Outlay Fund, City Hall HVAC Controls Replacement Project (FY 10/11 Budget) (1211027):	\$105,000
	Capital Outlay Fund, Contingency (1211027):	\$9,000
	Public Benefits Fund (164605):	<u>\$38,000</u>
	TOTAL	\$166,255

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

F. Wally Sandelin
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager
FWS/DJC/pmf

cc: John Munoz, Facilities Supervisor

Rob Lechner, Manager of Customer Services and Programs

K:\WP\PROJECTS\MISC\City Hall HVAC\CEMS.doc

4/25/2011

ADDENDUM NO. 1 TO CUSTOMER SUPPORT AGREEMENT

ENERGY MANAGEMENT SYSTEM (EMS) SUPPORT
SERVICES FOR
CITY OF LODI FACILITIES

THIS ADDENDUM NO. 1 TO THE CUSTOMER SUPPORT AGREEMENT (CSA), made and effective this _____ day of _____, 2011, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Owner", and L & H AIRCO, hereinafter called "Contractor."

WITNESSETH:

1. AGREEMENT: Contractor and Owner, entered into a Customer Support Agreement (CSA) for the provision of Energy Management System (EMS) support services for City of Lodi facilities on _____, 2011. Article 1.2 of the Terms and Conditions, providing that the CSA shall automatically renew for successive one (1) year periods, is hereby replaced by this Addendum providing that the CSA can be extended by mutual agreement of the parties.
2. TERM AND TERMS: The initial term shall be for a period of one (1) year, commencing on _____, 2011, and terminating _____, 2012. The CSA may be extended by mutual agreement of the parties, for up to an additional three one-year terms. All other terms and conditions will remain as set forth in the Customer Support Agreement for Energy Management System Support for City Facilities attached hereto as Exhibit A and made a part hereof as though fully set forth herein.
3. INSURANCE: The Contractor must meet and maintain all of the City of Lodi's insurance requirements for Property Damage, Public Liability, Automobile, and Worker's Compensation for the duration of the CSA.

IN WITNESS WHEREOF, Owner and Contractor have executed this Addendum No. 1 to Customer Support Agreement on _____, 2011.

CITY OF LODI, a municipal corporation
hereinabove called "Owner"

L & H AIRCO,
hereinabove called "Contractor"

KONRADT BARTLAM
City Manager

Name: Jeff Lamson

Attest:

Title: Controller

RANDI JOHL, City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER, City Attorney

EMS Support Agreement



By and Between:

L&H Airco

1376 Lead Hill Blvd., Suite 100
Roseville, CA 95661

Customer (known as):

City of Lodi

For Buildings:

Lodi Police Facility
Lodi Civic Center, (City Hall, Carnegie Forum, Finance Dept.)
Lodi Fire Station #4
Lodi Multi Modal Station
Lodi City Library

Term:

Date: _____ to _____.

Prepared By:

Kevin Bender

Customer Service Representative

Date: 4/14/2011
Ph#: (916) 259-6934
Fax: (916) 677-1111
Cell: (916) 997-0042

L&H Airco Customer Support Agreement Worksheet

Following is a list of the Support Services we will perform to maximize the value of your investment in your Building Control System. Immediately following the list of Support Services, is a detailed description of each service. EMS support services provided by L&H Airco are backed by Factory certified training and each technician that supports your facility is a qualified product representative.

☒ 1. General Services; Included in All Support Agreements

- *Dedicated Account Team*
 - ✓ *Account Manager*
 - ✓ *Primary & Secondary Service Technician*
- *Documentation of All Services Provided*
- *Quality Assurance Program*
- *Discounted Material & Labor Rates*

☒ 2. Technical Support: On-Line: Included in All Support Agreements

- *Troubleshooting and Diagnostics (During normal working Hrs)*

Dial-up Services

☒ 3. Site Monitoring: On-line Monthly

- *Troubleshooting and Diagnostics*
- *Automatic Response by Technical Support Personnel*

☐ 4. 24 Hr Alarm Monitoring

- *Initial Alarm set-up. # of alarms_____?*
- *Troubleshooting and Diagnostics*
- *Automatic Response by Technical Support Personnel*
- *Monthly Review and EMS System Report*

☐ 5. Tenant Override Logging

- *Maintain and provide billing reports for all after hours Tenant activity.*

Quarterly On-Site Services:

☒ 6. EMS Technology Updates

- *EMS Software Updates*

☒ 7. Quarterly System Performance

- *Building Control System Database Protection*
- *Building Control System Analysis*
- *DDC Data Communication Performance Optimization*
- *Flex-Hours Support (anytime) _____*

☐ 8. Central Equipment Performance Testing

- *Air Handler Performance Testing*
- *Chiller/Chilled Water System Performance Testing*
- *Boiler/Hot Water System Performance Testing*

☐ 9. Air Quality Testing

- *Using state-of-the-art testing devices*
- *Record _____ # of spaces per quarter.*
- *Report prepared and delivered.*

Other Services:

☒ 10. Customer Training

- *On-Site Informal Operator Training/Software Consultation*
- *L&H Formal Classroom Training*
- *Alerton Formal Classroom Factory Certified Training*



11. Emergency Response Services (Standard or Premium)

- *On-Line Response (Direct Connect or via Telephone)*
- *On-Site Response*

L&H Airco Customer Support Agreement Details

Included In all Support Agreements:

1. General L&H Airco Customer Support Agreement Features

Dedicated Account Team - Your Account Manager will be responsible for your total service satisfaction. They will provide the designated services, monitor equipment performance, track equipment service history, and consult with you to meet your objectives. You will also be assigned a primary and a secondary Service Technician.

Dedicated Service Team - Our Service Team knows EMS systems. All of our service technicians are factory trained and are specialists in maintaining and troubleshooting your system.

Documentation - All service visits will be documented by a work order detailing the service performed, materials used, and hours spent.

System and Service Log – L&H Airco will provide you with a log for documentation of concerns, system problems, and other related items requiring our attention. Each scheduled service visit shall begin with a review of the log.

Price Advantage- Discounted Labor and Material - As a Support Agreement customer; you will receive a discount off the normal labor and equipment prices. Please note that manufacturer equipment prices are subject to change.

2. Technical Support: On-Line

Troubleshooting and Diagnostics Assistance (*normal working hours*). We will provide troubleshooting and diagnostics assistance via telephone, modem and/or Internet during normal working hours. You simply need to supply the necessary equipment to enable our local office to remotely log-on to your system via regular voice grade dial up phone line or Internet (voice grade phone line and/or internet access to be provided and maintained by the customer).

This includes the cost of all service that can be provided by remote access for the location specified. Services such as: scheduling, trendlog set-up techniques and usage, troubleshooting, question and answers about system performance, etc. We will sign-on to your system as a first step to troubleshoot an owner or owner representatives' request or inquiry. Our operations personnel will try to fix the problem or at a minimum scope the problem down to a specific item or group of items. The Technical Support representative will contact you when the sign-on is completed and conclusions have been reached. This service does not include after-hours support. For after hours support, please see the *Emergency Response Services* section below.

Dial-up Services:

3. Daily or Weekly Site Monitoring: On-Line

Our personnel at L&H AIRCO will provide your facility with daily or weekly monitoring. Dial up the site on a daily and/or weekly basis to ensure that the system is functioning properly. The technical support representative will make a report to the customer of any problems that were found. We will look at each site and check for alarms, non-functioning controls, abnormal readings, or rooms that are not at designated temperatures. When we have determined the cause any problems or course of action, we will call and advise designated personal of the action needed to be taken. In many instances, we can solve the problem entirely or in some cases "Band-Aid" the system until a site visit can be made.

4. 24HR Alarm Monitoring



Our dedicated Alarm Logging Pagers and E-mail PC's will be on call and waiting for your alarms 24 hours a day, everyday. We will most likely know about your alarms before you do. When you sign up we will come to your site and setup your system to dial out the alarms that you want us to know about and respond to. Our personnel will work directly with you to determine your exact needs. After receiving an alarm, we will dialup your system and troubleshoot the problem. When we have determined the cause of the problem, we will call and advise you of the action to be taken. In many instances we can either solve the problem entirely or "Band-Aid" the system until a site visit can be made. You will receive a written monthly report of your system which will detail alarms, logs and critical points as well as unusual activity or problems found.

5. Tenant Override Logging: On-Line

Alerton provides a Tenant Override Logging feature integrated into the software allowing the owner to view tenant override hours. This feature is a very useful tool for monthly tenant billing. Your L&H Airco Service representative will provide you with building override documentation each month for use in the billing of building Tenants for HVAC usage after normal working hours. The largest benefit tenant billing provides is that it keeps L&H Airco in touch with your building, allowing us to make changes to tenant information as changes occur, which helps maintain system accuracy as needed, rather than once every couple of years. Year round system accuracy for tenant billing is very important to insure you receive proper payment for any after hours HVAC usage and to maintain your tenant's confidence in the fact that the monthly billing they receive is valid and true. L&H Airco will do this by maintaining all tenant billing logs and data displays to list all current occupants. Monitor and record total override hours for each tenant. Provide via facsimile, detailed printouts of total override hours for each tenant, monthly.

Quarterly On-Site Services:

6. Technology Updates



EMS manufacturers periodically release software updates that provide added features, increase communications and processing speed for your Control System. L&H Airco will provide these updates as they become available, always keeping your system software state-of-the-art. Please note: This service includes updates to the Control System software only. No hardware, operating system or other 3rd-party software updates or upgrades are included with this service.

7. Quarterly System Performance: On-Site Services

Building Control System Database Protection- *EMS Workstation Database and Graphics backups* safeguard your HVAC Control System's vital databases of business information from unforeseen and costly catastrophic events (lightning strike, electrical power surge, flood, physical damage, etc.). We will back-up your HVAC Control System database, software and graphics a minimum of four (4) time(s) per year, and provide safe storage of this critical business information. Should a catastrophic event occur, we will respond onsite (or online if such service is included in this Agreement) to reload the databases and system files from our stored backup copy and to ensure proper operation and performance. *Repair costs and the costs to reload the databases and system file will be at the preferred material and labor rate stated below*

Building Control System Analysis - Your DDC control system is a very dynamic and interactive system. As such its operations, graphics and programming intentionally and unintentionally change over time. With Control System Analysis we will analyze the current status of your system's operations, graphics, & programming and compare them to the prior status report. We will then meet with you to discuss the changes and the effects of the changes on the operation of your Alerton building control system.

DDC Data Communication Performance Analysis- In order for all HVAC equipment in your facility to work seamlessly and quickly together you must know that the DDC data communication network is fully operational and its performance is optimal. We will analyze the physical condition of your DDC data network and the performance of the data communications. We will then meet with you to discuss the network condition & performance and make recommendations for improvement.

Flex- Hours Support Services - Flex-hours support, as you need it, whether it is online support from our office, or for an on-site visit from a service technician. Prepaying for these hours allows you to budget for emergency calls or special projects, and spread the payments on your terms. We will provide an agreed upon number hours of Flex-Hours Support per year.

8. Central Equipment Functional Performance Testing



Air Handler Functional Performance Testing- Using our software tools (receiver controller for IBEX, PID for BACTalk) we will analyze the performance of your HVAC air handling systems. This service is delivered two (2) times per year, Spring & Fall. During the spring service we will focus on the operation of the air handler cooling system control loops: outside air dampers, mixed air dampers, chilled water valve actuators, temperature sensors. During the fall service will focus on the operation of the air handler heating system control loops: outside air dampers, mixed air dampers, heating valve actuators, temperature sensors, water coil freeze-protection sensors and temperature alarms.

Chiller/Chilled Water System Functional Performance Testing- Reliable and Optimized performance of your chiller plant is critical to the operations of your facility. As part of this performance service one (1) time per year we will run an operational controls sequence to test the full range of the chiller and chilled water distribution system. We will analyze the chilled water supply temperatures at low and full-load conditions; verify temperature set point reset operations, chiller alarm interface to the DDC system, and the lead/lag operations of the chilled water system.

Boiler/Hot Water System Functional Performance Testing- Reliable and Optimized performance of your heating plant is also critical to the operations of your facility. As part of this performance service one (1) time per year we will run an operational controls sequence to test the full range of the boiler and hot water distribution system. We will analyze the hot water supply temperatures at low and full-fire conditions; verify temperature set point reset operations, boiler alarm interface to the DDC system, and the lead/lag operations of the hot water system.

9. Air Quality Monitoring- We now offer a scheduled program to monitor and evaluate key environmental parameters, including mold, within your building. We utilize an advanced state-of-the-art building performance evaluation system to bring you a cost effective method of understanding and documenting the dynamics of your building's environment. Our program is designed to maintain the highest quality indoor environment by regularly monitoring designated locations throughout your building. It is important to properly respond to indoor environmental issues. Before planning the necessary fixes to the problem, the problem must first be documented and analyzed. The final reports are designed to be comprehensive, easy to understand, and most importantly meaningful to those responsible for building operations. The Building Performance report summarizes all the data collected and graphs all measured parameters, and provides specific recommendations based on that data. Our technical staff will work with you using these reports to optimize the performance of your building. As part of your team, you can be confident we will work with you to maintain your building's indoor environment to a high standard.

Other Services:

10. Customer Training

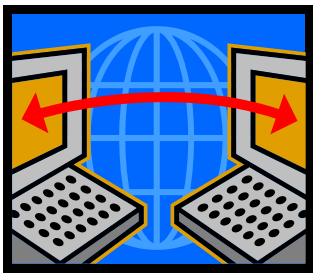


L&H Airco Certified Classroom Training- We provide classroom-format, training courses. The training courses are conducted at the L&H Airco training facility in Roseville. You can select from any of the training courses listed in the local training directory. Classes provided by our full- time Director of Training are tailored to your needs and your specific EMS system, but are classified in 3 standard categories:

- ☒ Basic Operator Training.....for__1__ People
- ☐ Advanced Operator Training....for____ People
- ☐ Programmer Training.....for____ People

- ☐ **Factory Certified Classroom Training-** These training classes are conducted at the Alerton Corporate training facility in Redmond, Washington. You can select from any of the training classes listed in the local training directory or on the Alerton Website..... for _____ People
- ☒ **On-Site Training/Operator Coaching-** Through our individual On-Site Training/Operator Coaching, we will introduce, review and reinforce skills, leading to greater utilization of HVAC Control System applications implemented in your facility. We will provide 16 hours per year of coaching for your facility staff, Monday through Friday 8:00 a.m. to 5:00 p.m. Our systems experts assist your operators in identifying, verifying and resolving problems found in executing tasks. During the training/coaching sessions, we can address logbook issues; assist your operators in becoming more self sufficient, and tailor HVAC Control System applications to the needs of your facility and to your operators' specific job responsibilities.

11. Emergency Response Services



On-line Emergency Response - To quickly respond to emergency service requests and to reduce the costs and disruptions of downtime we will use our Direct Connect technology and/or the telephone as our first action to a request for emergency response. You simply need to supply the necessary modem equipment to enable our local office to remotely log-on to your system via regular voice grade dial up phone line or Internet (voice grade phone line and/or internet access to be provided and maintained by the customer).

We will sign-on to your system as a first step to your request or inquiry. Our operations personnel will try to fix the problem or at a minimum scope the problem down to a specific

item or group of items. The operations group contacts you when the sign-on is completed and conclusions have been reached. Emergencies will be determined by your staff and L&H Airco.

- ☒ **Standard Emergency On-line Response Time (Included with all Customer Support Agreements)** - - within 2 business hours; Monday through Friday; 8:00 AM to 5:00PM, excluding holidays

Or

- ☐ **Premium Emergency On-line Response Time** – within 1 business hour; 24 hours/day, 7 days/week, including holidays

Note: Our first action to a request for emergency response will be to attempt to resolve the situation on-line via direct-connect modem. There may be a one (1) hour minimum charged for each on-line service. If on-line diagnosis determines a site visit is required to complete troubleshooting and problem resolution procedures, we will be on-site based on the level of Emergency Onsite Response selected (described below).

On-site Emergency Response. - If during our On-line Emergency response we are unable to resolve the situation we will dispatch a Service Engineer to your facility. Non-emergency calls, as determined by your staff and L&H Airco will be incorporated into the next scheduled service call.

- ☐ **Standard Emergency On-site Response Time (Included with all Customer Support Agreements)** - We will be on site by the end of the next business day; Monday through Friday; 8:00 AM to 5:00PM, excluding holidays

Or

- ☒ **Premium Emergency On-site Response Time** – We will be on site within four (4) hours, 24 hours/day, 7 days/week, including holidays (after the completion of the telephone and dial-up response).

*Note: Emergency Response Services listed above guarantee L&H Airco's response time to an emergency situation **only**. The use of on-line and/or on-site emergency service is not included in the scope of this contract and will be billed at the applicable time & material rates. The labor and material rates for 2010 are listed below. Prices are subject to change.*

After-Hours Support: Emergencies can and usually happen when you least expect it and many times on the weekends or after 5:00 PM. It is very important to L&H Airco to provide support in all emergency situations for all of our customers. We have available a 24-7 emergency office line. You can utilize this service in an after-hours emergency situation by calling **916-677-1010** and following the prompts. After receiving the call we will first attempt to solve the issue on-line as described in the *On-line Emergency Response* section of this



proposal. If the problem persists we will discuss it with you and upon your approval dispatch a service technician to your site.

As a Standard Emergency Response customer we do not guarantee the after-hours response time in an emergency situation. Any/all after-hours labor will be billed as listed in the *General L&H Airco Customer Support Agreement Features* section of this proposal.

Labor Rates

	Standard Time & Material Rate (M-F 8 AM to 5 PM) excl. Holidays	Preferred Time & Material Rate (M-F 8 AM to 5 PM) excl. Holidays	Standard Overtime Rate (M-F 5 PM to 8 AM, Sat, Sun & Holidays)	Preferred Overtime Rate (M-F 5 PM to 8 AM, Sat, Sun & Holidays)
Service Tech	\$ 105.00	\$ 80.00	\$ 135.00	\$ 115.00
Travel	\$ 45.00	\$.00	\$ 45.00	\$.00

Equipment Discount

You will receive a discount on all Alerton and Novar controls. For any Alerton components purchased from L&H Airco, you will receive a **60% off list price**. Novar components will receive **10% off list price**.

On Line Monthly Monitoring	X	X	X	X	X	X	X	X	X	X	X	X	X
Tenant Override Logging													
Technology Updates		X			X			X				X	
Database Protection													
Control System Analysis		X			X			X				X	
Communications Network Analysis													
Central Equipment Performance Testing													
Air Quality Testing													
On Site Training		X			X			X				X	
Other													

Other Services:

<input checked="" type="checkbox"/>	Phone Technical Support	As required
<input checked="" type="checkbox"/>	Account Management	Included
<input checked="" type="checkbox"/>	Emergency Response Services	Included Premium
<input checked="" type="checkbox"/>	Material & Labor Discounts	Included
<input type="checkbox"/>	24 Hr Alarm Monitoring	As required

☐

Goals Summary

Your Operations Staff is responsible for critical equipment that is sensitive to temperature and other environmental influences. Your staff is experienced in all areas of HVAC and temperature controls and may not require a high level of support from vendors, but uses support plans to augment their current knowledge and protect their equipment investment over the long term.

The goals with this proposal:

1. Provide the Technical knowledge you need to maintain your building
2. Develop a regular maintenance relationship with you to promote automated operation of controls and maximum facility uptime

Contained in this proposal:

1. Wide range of L&H Airco Custom Service Plan Features (based on customer request and input)
2. Tentative Schedule of Services.



3. Support Plan Pricing Summary and terms and conditions.

Support Plan Summary and Pricing

Included Custom Service Plan Features in this agreement as detailed in the previous section:

Included in all agreements:

- ☒ _____ General Services
- ☒ _____ Technical Support

Dial- up Services:

- ☒ _____ Monthly Site Monitoring
- ☐ _____ 24hr Alarm Monitoring
- ☐ _____ Tenant Override Logging

Other:

- ☒ _____ Standard Emergency Response
- ☒ _____ Premium Emergency Response

Quarterly On-Site Services:

- ☒ _____ EMS Updates minus Key Upgrade
- ☒ _____ System Performance
- ☐ _____ Central Equipment Performance Test
- ☐ _____ Air Quality Testing
- ☐ _____ Flex Hrs Support (anytime) _____ hrs

Training:

- ☒ _____ L&H Classroom Training _____ people
- ☐ _____ Alerton Factory Training _____ people
- ☒ _____ On-Site Operator Training _____ hrs

By and Between: L&H Airco
1376 Lead Hill Blvd., Suite 100
Roseville, CA 95661

Customer (known as): City of Lodi

Term: Date: _____ to _____.

Cancellation conditions are detailed in the "Terms and Conditions" section.

For these services, *Customer* agrees to pay **L&H AIRCO** the sum of Fourteen thousand two hundred and fifty five dollars for the year of 2011 through the year of 2012, upon presentation of a quarterly invoice of **\$3563.75**.

L&H Airco believes that this proposal includes the best interests of The City of Lodi's Buildings, and is based on your input. Please feel free to contact me if you have any changes. If accepted, sign and date below and return to L&H Airco with purchase order information. The other copy is for your records.

Presented by: _____Kevin Bender_____

Accepted by: _____

Title _____Customer Service Rep_____

Title _____

Date _____4.14.2011_____

Date _____

L&H Airco

TERMS AND CONDITIONS

The following terms and conditions are attached to and form an integral part of Sacramento Cooling Systems (referred to herein as "L&H Airco") Customer Support Agreement Proposal ("Proposal"). The portions of such Proposal relating to "Scope of Work" or any "Proposed Solution" (in either case, referred to herein as the "Proposed Solution"), together with these terms and conditions, are collectively referred to as the "CSA Agreement".

Article 1: General

1.1 a) The CSA Agreement, when accepted in writing by the Customer and approved by an authorized representative of L&H Airco shall constitute the entire, complete and exclusive agreement between the parties relating to a technical support program ("Services") for the equipment and software identified in the List of Equipment or the Service Coverage Report attached to the CSA Agreement ("Equipment") and shall supersede and cancel all prior agreements and understandings, written or oral, relating to the subject matter of the CSA Agreement. The CSA Agreement and any rights or obligations thereunder may not be assigned by either party without the advance written consent of the other.

(b) The terms and conditions of this CSA Agreement shall not be modified or rescinded except in writing, signed by a corporate officer of L&H Airco. L&H Airco's performance under this CSA Agreement is expressly conditioned on Customer's assenting to all of the terms of this CSA Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted to L&H Airco by Customer relating to this subject matter.

c) The terms and conditions set forth herein shall supersede, govern and control any conflicting terms of the Proposed Solution or the Proposal.

1.2 This CSA Agreement shall automatically renew for successive one (1) year periods beginning on the anniversary date of the original term as set forth in the Proposal, unless stated otherwise in the CSA Agreement.

1.3 Either party may terminate or amend this CSA Agreement by giving the other party at least thirty (30) days prior written notice of such amendments or intent not to renew.

1.4 This CSA Agreement shall be governed by and enforced in accordance with the laws of the State of California.

1.5 Customer will at all times designate a contact person with authority to make decisions for Customer regarding the Services. Customer will provide L&H Airco with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Service received from a person located at Customer's premises will be deemed authorized by Customer, and L&H Airco will, in its discretion, act accordingly.

1.6 L&H Airco will be permitted to control and/or operate all Equipment necessary to perform the Services.

Article 2: Equipment Testing, Inspection and Maintenance

2.1 The Customer represents that all Equipment is in satisfactory working condition. By the latter of the first thirty (30) days of this CSA Agreement or the first scheduled inspection, L&H Airco will have inspected all the Equipment.

2.2 If the Proposed Solution provides for maintenance, any repairs and replacements of Equipment are limited to restoring the proper working condition of such Equipment. L&H Airco will not be obligated to provide replacement Equipment that represents significant capital improvement compared to the original. Exchanged components become the property of L&H Airco.

Article 3: Charges, Fees and Invoices

3.1 Payments to be made under this CSA Agreement will provide for, and be in consideration of, only Services specifically included under the Proposed Solution. All other Services, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency Services performed at Customer's request, if inspection does not reveal any deficiency covered by this CSA Agreement; (b) Services performed other than during L&H Airco's normal working hours; and (c) Service performed on equipment not covered by this CSA Agreement.

3.2 Invoices are due upon receipt or otherwise as may be set forth therein. If any payment is not received when due, L&H Airco may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation suspension or termination of Services and acceleration of payments.

Article 4: Allocation of Risk

4.1 (a) Until one year from either the date hereof or the date the Equipment is installed, whichever first occurs, all equipment manufactured by L&H Airco or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service. (b) Labor for all Services under this CSA Agreement is warranted for 90 days after the work is performed.

4.2 The limited warranties set forth in Section 4.1 will be void as to, and shall not apply to, any Equipment (i) repaired, altered or improperly installed by any person other than L&H Airco or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per L&H Airco's or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Equipment after Customer has, or should have, knowledge of any defect in the Equipment; or (iv) not manufactured, fabricated and assembled by L&H Airco or not bearing L&H Airco's nameplate.

4.3 L&H Airco will indemnify Customer from and against losses, claims, expenses and damages (including reasonable attorney's fees) for personal injury or physical damage to property, but not loss of use of the property resulting from such damage or from damage to any work performed hereunder. Such indemnification shall be solely to the extent caused by or arising directly from L&H Airco's or its employees', consultants' or agents' negligent acts or omissions or willful misconduct in connection with its performance of Services hereunder. L&H Airco's obligations under this indemnity provision shall not extend to claims, losses, expenses and damages arising out of or in any way attributable to the negligence of Customer or its agents, consultants or employees other than L&H Airco.

Article 5: Customer Responsibilities

5.1 Customer will operate and maintain all Equipment in accordance with applicable manufacturer's specifications, including those set forth in the manufacturer's operating manuals or instructions, as well as all requirements of applicable law or of authorities having jurisdiction.

5.2 Customer will promptly notify L&H Airco of any unusual operating conditions, system malfunctions or building changes that may affect the Equipment or any Services.

5.3 Customer will provide L&H Airco with reasonable means of access to the Equipment and shall make any necessary provisions to reach the Equipment and peripheral devices. Customer will be solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to such Equipment.

Article 6: Limitations of Maintenance or Service Obligations

6.1 L&H Airco will not be responsible for the maintenance, repair or replacement of, or Services necessitated by reason of: (a) non-maintainable, non-replaceable, or obsolete parts of the Equipment, including but not limited to ductwork, shell and tubes, heat exchangers, coils, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise specifically stated herein; or (b) negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, failure to comply with manufacturer's operating and environmental requirements, Acts of God, or other reasons beyond its control. L&H Airco assumes no responsibility for any service performed on any Equipment other than by L&H Airco or its agents.

6.2 L&H Airco shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees or agents, Acts of God, war, civil commotion, acts of government, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, fuel, labor or materials.

6.3 L&H Airco is not responsible for repairs, replacements or services to Equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic action, chemical action or other reasons beyond its reasonable control.

6.4 L&H Airco shall not be responsible for the removal or reinstallation of replacement valves, dampers, waterflow and tamper switches required from pipes and duct work including any venting or draining systems.

RESOLUTION NO. 2011-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
CITY MANAGER TO EXECUTE CONTRACT FOR PURCHASE
AND INSTALLATION OF ENERGY MANAGEMENT SYSTEM
WITH SOLE SUPPLIER AND TO EXECUTE CUSTOMER
SUPPORT AGREEMENT FOR MAINTENANCE OF CITY
HEATING, VENTILATION AND AIR CONDITIONING (HVAC)
SYSTEMS AT MULTIPLE CITY FACILITIES

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WHEREAS, the HVAC controls system in City Hall was installed during the remodel project of 1996 and operational problems have been experienced since installation. Parts are no longer available for the existing Novar controls system, and limitations with the HVAC design and controls have created office and work spaces that are not properly nor efficiently heated or cooled. The existing controls system needs to be replaced; and

WHEREAS, other recently constructed and/or remodeled City buildings are individually and centrally controlled by a digitally-controlled energy management system (EMS) manufactured by Alerton Technologies, Inc., the only system that can be tied to the City's central EMS system and software; and

WHEREAS, staff recommends installing the Alerton EMS at City Hall for reasons including consistency of operations amongst multiple City facilities, staff's familiarity with parts and maintenance, and to leverage staff's previous training and operations experience; and

WHEREAS, a Customer Support Agreement with L & H Airco, of Roseville, will cover the Lodi Police Facility (including San Joaquin County Court spaces), Fire Station No. 4, Lodi Multi-Modal Station, Library, and Civic Center (Carnegie Forum, City Hall, and Finance Department) and provide a discounted labor rate of 15 to 25 percent below standard rates, guaranteed faster emergency response times for on-site technicians, discounts on parts, technical support and account management for the life of the contract; and

WHEREAS, Lodi Municipal Code Section 3.20.070 authorizes dispensing with bids for purchase of supplies, services or equipment when it is in the best interest of the City to do so, and staff recommends that Council authorize the City Manager to execute a one-year CSA for maintenance of City HVAC systems at multiple City facilities, with options to renew, at an annual cost of \$14,255, and to execute contracts for the purchase and installation of the Alerton EMS controls system and related modifications to City Hall with the local area manufacturer's representative, L & H Airco, at the estimated cost of \$137,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a contract for the purchase and installation of an Energy Management System with the sole supplier, L & H Airco, of Roseville, California, in an amount not to exceed \$137,000; and

BE IT FURTHER RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a one-year Customer Support Agreement with options to renew with L & H Airco, of Roseville, California, for maintenance of City heating, ventilation and air conditioning (HVAC) systems at multiple City facilities in the amount of \$14,255.

Dated: May 4, 2011

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I hereby certify that Resolution No. 2011-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held May 4, 2011, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2011-_____

Comments by the public on non-agenda items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Comments by the City Council Members on non-agenda items



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Post for Expiring Terms on the Library Board of Trustees, Lodi Arts Commission, and Planning Commission

MEETING DATE: May 4, 2011

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for expiring terms on the Library Board of Trustees, Lodi Arts Commission, and Planning Commission.

BACKGROUND INFORMATION: Several terms are due to expire on various boards and commissions. Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application. Therefore, it is recommended that the City Council direct the City Clerk to post for the expiring terms shown below.

Library Board of Trustees

Deane Savage Term to expire June 30, 2011

Lodi Arts Commission

Catherine Metcalf Term to expire July 1, 2011

Planning Commission

Dave Kirsten Term to expire June 30, 2011

Steven Hennecke Term to expire June 30, 2011

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMR

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize Staff to Modify Compensation for Council Appointees, Executive Management and Confidential Employees; Accept Concession Proposal from IBEW Bargaining Group

MEETING DATE: May 4, 2011

PREPARED BY: Human Resources Manager and City Attorney

RECOMMENDED ACTION: Authorize staff to modify compensation for Council Appointees, Executive Management and Confidential Employees; accept concession proposal from IBEW Bargaining Group.

BACKGROUND INFORMATION: Following general City Council direction, staff has sought to ensure a balanced 2011/2012 General Fund budget. This has necessitated reducing expenditures within City departments to include employee unit/group's salary and benefits. Accordingly, staff has negotiated compensation adjustments for Council Appointees, Executive Management and Confidential employees. Additionally, staff has accepted a concession proposal from the International Brotherhood of Electrical Workers (IBEW), which represents most employees in the City's Electric Utility Department.

As the members of each bargaining unit have different interests/needs in terms of salary and benefits, the structure of some agreements differ. However, modifications center around a combination of staff reductions, furloughs, elimination of the deferred compensation matching contributions, reductions in employer-paid health care contributions, and reductions in employer-paid retirement contributions. Agreements with each of the following units are as following:

IBEW: Proposed a reorganization/restructuring of the Utility Operators Division. Currently, the Division is staffed by four employees who work five, eight-hour days per week. This allows the unit to be available to the public from 6:30 a.m. to 10:30 p.m. (seven days a week, 365 days per year). From 10:30 p.m. to 6:30 a.m., calls are forwarded to an answering service which can then dispatch on-call utility employees if the need arises.

After analyzing calls for service, IBEW proposes the City reduce its Utility Operator hours of operation to 7 a.m. to 5 p.m. (seven days a week, 365 days per year). IBEW research indicates calls received after 5 p.m. are mainly water and wastewater calls for service and could be handled by the answering service. Moreover, the answering service can still dispatch on-call utility employees if the need arises. The Electric Utility Director indicates this proposal will not affect service levels to the community. This restructuring will result in the elimination of one Utility Operator position, saving the City approximately \$148,000 annually. This and can be implemented within two weeks.

IBEW also proposed that the City consider offering a two-year retirement incentive to three current IBEW employees: the Construction/Maintenance Supervisor, an Electric Foreman, and the Apparatus

APPROVED: _____
Konradt Bartlam, Interim City Manager

Mechanic. If offered, the Construction/Maintenance Supervisor and the Apparatus Mechanic indicated they would accept (the Electric Foreman has declined). The Electric Utility Director indicates this proposal would result in the elimination of the Electric Foreman (one Foreman would be promoted to the Supervisor position and his previous position would not be filled) and the Apparatus Mechanic positions. Duties for the Apparatus Mechanic would be distributed among current staff.

The employees impacted by this proposal have requested the City offer the two-year retirement incentive with an effective date of December 31, 2011 (to complete current projects and transition staff and workload). If Council authorizes the two-year retirement incentive at that date, the expected savings from January 1, 2012 through June 30, 2012 would be approximately \$153,000. Total savings to the City for both proposals would be \$301,000 for the 2011/12 fiscal year.

Council Appointees. Members have agreed to continue their current 2010/11 fiscal year concessions – 12 unpaid furlough days and the elimination of the deferred compensation matching program – coupled with additional concessions for the 2011/12 fiscal year to include contributing 3.3 percent towards their retirement plan (effective July 1, 2011) and transitioning from City-paid medical plan to the City payment for medical plans limited to lowest-cost HMO medical plan (effective January 1, 2012). Total savings to the City for these contributions would be \$50,875 for the 2011/12 fiscal year.

Executive Management. Similar to Council Appointees, members have agreed to continue their current 2010/11 fiscal year concessions – 12 unpaid furlough days and the elimination of the deferred compensation matching program – coupled with additional concessions for the 2011/12 fiscal year to include contributing 3.3 percent towards their retirement plan (effective July 1, 2011) and transitioning from City-paid medical plan to the City payment for medical plans limited to lowest-cost HMO medical plan (effective January 1, 2012). Total savings to the City for these contributions would be \$120,090 for the 2011/12 fiscal year.

Confidential Unit. Members have agreed to continue their current 2010/11 fiscal year concessions – 12 unpaid furlough days and the elimination of the deferred compensation matching program – coupled with additional concessions for the 2011/12 fiscal year to include contributing 1 percent towards their retirement plan (effective July 1, 2011), transitioning from City-paid medical plan to the City payment for medical plans limited to lowest-cost HMO medical plan (effective January 1, 2012), and six unpaid floating leave days (a 2.3 percent reduction in compensation). These unpaid floating leave days must be used from July 1, 2011 through June 30, 2012 or be forfeited. Total savings to the City for these contributions would be \$123,900.

If the State of California mandates employee contributions to the CalPERS retirement system the City will reopen discussions with these units. Staff, therefore, recommends Council approval of the above employee contributions for the 2011/12 fiscal year.

FISCAL IMPACT: The above reduces the City's salary and benefit obligations by approximately \$595,865 for Fiscal Year 2011/2012.

FUNDING AVAILABLE: Not applicable.

D. Stephen Schwabauer, City Attorney

Dean Gualco, Human Resources Manager

Jordan Ayers, Deputy City Manager/Internal Services Director